



5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850
MAILING ADDRESS: P. O. BOX 24067 • SEATTLE, WA 98124-0067
WA CONTRACTOR'S LICENSE #MANSOCC032M1 • FAX (206) 764-8595

LDWSF
12.3.148.1
9/3/2002

Re: Response to Supplemental Request for Information Pursuant to Section 104(e) of CERCLA, for the
Lower Duwamish Waterway Superfund Site, Seattle, Washington

Respondent: Representative of Manson Construction Co.

Site: Lower Duwamish Waterway, Seattle WA

Manson Construction Co.

601 S Myrtle Street

1620 S 92nd Place

Seattle, WA 98108

King County Parcels: 2136200706 and 2924049089

Date: First involvement at the Site to present

Exhibit D

Insurance



MANSON CONSTRUCTION CO.
ALL KNOWN CGL/P&I, EXCESS & CONTRACTOR'S POLLUTION POLICIES
From 1958 to 2008

EFFECTIVE DATE	TYPE	COMPANY	POLICY NUMBER	LIMIT
1958		LLOYDS OF LONDON	CERT#W20389L/C	
1959		ABC/LLOYDS OF LONDON	CERT#W20733L/C	
1960		LLOYDS	CERT#W21055L/C	
1960-1969	BI / PD	LLOYDS OF LONDON BEVINGTON/BROKER NOW WIGHAM RICHARDS NOW PRICE FORBES		
1968 TO 1975	CGL	ITT HARTFORD	52CA84501E	\$ 1,000,000
1972 TO 1980	PD	SWETT & CRAWFORD	112502	\$ 1,000,000
1979 TO 1980	CGL	HOME	GA4704165/GA9252764 GA9375538/GA9561387	\$ 1,000,000
1980 TO 1981	BFPD	CRUMP	UL4354	\$ 1,000,000
1980 TO 1981	BFPD	CRUMP	UL4355	\$ 1,000,000
1980 TO 1981	BFPD	CRUMP	NAC43202/NAC43203	\$ 1,000,000
1980 TO 1981	CGL	HOME	GA9985236	
1980 TO 1981	BI	PACIFIC MARINE	BOGL00185	\$ 1,000,000
1980 TO 1981	CGL	HOME	GA9985236	\$ 1,000,000
1981 TO 1982	BFPD	LLOYDS/SPENCE PITTS	UL49411981	
1981 TO 1982	CGL + BI	PACIFIC MARINE	81GL00185	\$ 1,000,000
1981 TO 1982	EXCESS	ALLIANZ/SWETT & CRAWFORD	AUL5100725	\$ 20,000

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1982 TO 1983	BFPD	LONDON/SPENCE PITTS	UL4941A	\$ 1,000,000
1982 TO 1983	CGL + BI	PACIFIC MARINE	82GL00185	\$ 1,000,000
1982 TO 1983	EXCESS	SWETT & CRAWFORD	AUL5100940	
1983 TO 1984	BFPD	CRUMP LONDON NW	LC15712	\$ 500,000
1983 TO 1984	BI	PACIFIC MARINE	83GL00185	\$ 1,000,000
1983 TO 1984	EXCESS	ALLIANZ UNDERWRITERS	AUL5101222	\$ 25,000,000
1984 TO 1985	BFPD	CRUMP LONDON NW	LC13634LL	
1984 TO 1985	BI	PACIFIC MARINE	84GL00185	\$ 1,000,000
1984 TO 1985	EXCESS	ALLIANZ UNDERWRITERS	AUL5101222	\$ 25,000
1984 TO 1985	EXCESS	JMD	OMYMB841038	
1985 TO 1986	CGL	PACIFIC MARINE	85GL00185	
1986 TO 1987	CGL	PACIFIC MARINE	86GL00185	
1986 TO 1987	EXCESS	JMD	0MUMB861056	
1987 TO 1988	EXCESS	PACIFIC MARINE	87L1799/41	\$ 10,000
1987 TO 1988	CGL	PACIFIC MARINE	87GL00185	
1988 TO 1989	CGL	AMERICAN INT'L GROUP	GLA5011041RA	
1988 TO 1989	EXCESS	WCM	88L1799/1	
1989 TO 1990	CGL	REGIS LOW	RAO18690I	
1990 TO 1991	CGL	REGIS LOW	RAO18690J	\$ 1,000,000
1990 TO 1991	EXCESS	WCM	90L6219/81	\$ 5,000,000
1991 TO 1992	CGL	REGIS LOW	RAO38601K	
1991 TO 1992	EXCESS	WCM	91L6219/81	
1992 TO 1993	CGL	REGIS LOW	RAO38601L	
1992 TO 1993	EXCESS	SOMERSET	92L6919/81	
1992 TO 1993	EXCESS	SOMERSET	92L6219/81	
1993 TO 1994	CGL	LONDON SPECIAL RISK	RCG1224	

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1993 TO 1994	EXCESS	NAVIGATORS INS. CO.	93L6219/81	
1994 TO 1995	CGL	LONDON SPECIAL RISK	11332	
1994 TO 1995	PKG	LONDON SPECIAL RISK	11332	
1994 TO 1995	EXCESS	LONDON SPECIAL RISK	11315	
1994 TO 1995	EXCESS	NAVIGATORS INS. CO.	94L6219/81	
1994 TO 1995	EXCESS	LONDON SPECIAL RISK	11333	
1995 TO 1996	CGL (LSR LONDON)	LONDON SPECIAL RISK	11332	\$ 1,000,000
		COMMERCIAL UNION ASS. CO. 28.57%	012561 96 A 0001	
		OCEAN MARINE INS. LTD. 14.286%	012561 96 A 0001	
		AXA GLOBAL (UK) LTD. 14.286%	012561 96 A 0001	
		PHOENIX ASS. PLC. 9.524%	012561 96 A 0001	
		ZURICH RE (UK) LTD. 19.048%	012561 96 A 0001	
		TERRA NOVA INS. CO. LTD. 14.286%	012561 96 A 0001	
1995 TO 1996	PKG	LONDON SPECIAL RISK	11332	\$ 1,000,000
1995 TO 1996	EXCESS	LONDON SPECIAL RISK	11315	\$ 14,000,000
1995 TO 1996	EXCESS	NAVIGATORS INS. CO.	94L6219/81	\$ 4,000,000
1995 TO 1996	EXCESS	LONDON SPECIAL RISK	11333	
1996 TO 1997	PROPERTY	AETNA L&C		
1996 TO 1997	CGL (LSR LONDON)	COMMERCIAL UNION ASS. CO. 28.57%	012561 96 A 0001	\$ 1,000,000
		OCEAN MARINE INS. LTD. 14.286%	012561 96 A 0001	
		AXA GLOBAL (UK) LTD. 14.286%	012561 96 A 0001	
		PHOENIX ASS. PLC. 9.524%	012561 96 A 0001	
		ZURICH RE (UK) LTD. 19.048%	012561 96 A 0001	
		TERRA NOVA INS. CO. LTD. 14.286%	012561 96 A 0001	
1996 TO 1997	EXCESS	SOMERSET	96L7828/81	\$ 1,000,000
1996 TO 1997	EXCESS	SOMERSET	96L7830/81	\$ 14,000,000
1996 TO 1997	EXCESS	ST PAUL	384FA3231	\$ 4,000,000
1996 TO 1997	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726	\$ 5,000,000
1997 TO 1998	PROPERTY	AETNA L&C		
1997 TO 1998	CGL (LSR LONDON)	COMMERCIAL UNION ASS. CO. 41.66%	01370697A01	\$ 1,000,000
		AXA RE (UK) LTD. 16.67%		
		ZURICH RE (UK) LTD. 25.00%		

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		TERRA NOVA INS. CO. LTD. 16.667%%		
1997 TO 1998	EXCESS	NAVIGATORS INS. CO.	97L7948/81	\$ 2,000,000
1997 TO 1998	EXCESS	NAVIGATORS INS. CO.	97L7949/81	\$ 17,000,000
1997 TO 1998	EXCESS	COMMERCIAL UNION ASS.	01408997A0001	\$ 30,000,000
1997 TO 1998	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726	\$ 5,000,000
1998 TO 1999	PROPERTY	TYRAVELERS	60261L2336698	
1998 TO 1999	CGL (ILU COMPANIES)	COMMERCIAL UNION ASS. CO. 41.66%	01370697A01	\$ 1,000,000
		AXA RE (UK) LTD. 16.67%	01370697A01	
		ZURICH RE (UK) LTD. 25.00%	01370697A01	
		TERRA NOVA INS. CO. LTD. 16.667%%	01370697A01	
1998 TO 1999	EXCESS	NAVIGATORS INS. CO.	98L7948/81	\$ 2,000,000
1998 TO 1999	EXCESS	NAVIGATORS INS. CO.	98L7949/81	\$ 17,000,000
1998 TO 1999	EXCESS	COMMERCIAL UNION ASS.	QM2035570U	\$ 30,000,000
1998 TO 1999	EXCESS	COMMERCIAL UNION ASS.	QM 203558OU	\$ 50,000,000
1998 TO 1999	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726	\$ 5,000,000
1999 TO 2000	PROPERTY	TYRAVELERS	16602611L2336PHX99	
1999 TO 2000	CGL (ILU COMPANIES)	COMMERCIAL UNION ASS. CO. 41.66%	QM 216330V	\$ 1,000,000
		AXA RE (UK) LTD. 16.67%		
		ZURICH RE (UK) LTD. 25.00%		
		TERRA NOVA INS. CO. LTD. 16.667%%		
1999 TO 2000	EXCESS	NAVIGATORS INS. CO.	SE99LIA7948/81	\$ 2,000,000
1999 TO 2000	EXCESS	NAVIGATORS INS. CO.	SE99LIA7949/81	\$ 17,000,000
1999 TO 2000	EXCESS	COMMERCIAL UNION ASS.	QM 2216340V	\$ 30,000,000
1999 TO 2000	EXCESS	COMMERCIAL UNION ASS.	QM 2216350V	\$ 50,000,000
1999 TO 2000	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726-01	\$ 5,000,000
2000 TO 2001	PROPERTY	ST PAUL FIRE & MARINE	CK01800004	
2000 TO 2001	CGL	ST PAUL FIRE & MARINE	384FA4071	
2000 TO 2001	EXCESS	NAVIGATORS INS. CO.	SE00LIA7948/81	\$ 2,000,000
2000 TO 2001	EXCESS	NAVIGATORS INS. CO.	SE00LIA79498/81	\$ 17,000,000
2000 TO 2001	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 30,000,000
2000 TO 2001	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 50,000,000

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2000 TO 2001	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726-01	
2001 TO 2002	PROPERTY	ST PAUL FIRE & MARINE	CK01800004	
2001 TO 2002	CGL	ST PAUL FIRE & MARINE	384FA4071	\$ 1,000,000
2001 TO 2002	EXCESS	NAVIGATORS INS. CO.	SE01LIA7948/81	\$ 2,000,000
2001 TO 2002	EXCESS	NAVIGATORS INS. CO.	SE01LIA7949/81	\$ 17,000,000
2001 TO 2002	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 30,000,000
2001 TO 2002	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 50,000,000
2001 TO 2002	CONT'S POLL	RELIANCE INS. CO.	NTP 1632726-02	
2002 TO 2003	PROPERTY	ST PAUL FIRE & MARINE	CK01800004	
2002 TO 2003	CGL	ST PAUL FIRE & MARINE	384FA4071	\$ 1,000,000
2002 TO 2003	EXCESS	NAVIGATORS INS. CO.	SE02LIA7948/81	\$ 2,000,000
2002 TO 2003	EXCESS	NAVIGATORS INS. CO.	SE02LIA7949/81	\$ 17,000,000
2002 TO 2003	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 30,000,000
2002 TO 2003	EXCESS	UNDERWRITERS AT LLOYDS	QM 10914	\$ 50,000,000
2003 TO 2004	PROPERTY	ST PAUL FIRE & MARINE	CK01800004	
2003 TO 2004	CGL	ST PAUL FIRE & MARINE	384FA4482	\$ 1,000,000
2003 TO 2004	EXCESS	NAVIGATORS INS. CO.	SE03LIA7948/81	\$ 2,000,000
2003 TO 2004	EXCESS	NAVIGATORS INS. CO.	SE03LIA7949/81	\$ 17,000,000
2003 TO 2004	EXCESS	UNDERWRITERS AT LLOYDS	03HV0019F	\$ 30,000,000
2003 TO 2004	EXCESS	UNDERWRITERS AT LLOYDS	01HV1474000	\$ 50,000,000
2003 TO 2004	CONT'S POLL	INDIAN HARBOR INS. CO.	PEC000520102	
2004 TO 2005	PROPERTY	ST PAUL FIRE & MARINE	CK01800551	
2004 TO 2005	CGL	ST PAUL FIRE & MARINE	OL08400161	\$ 1,000,000
2004 TO 2005	EXCESS	NAVIGATORS INS. CO.	SE05LIA7948/81	\$ 2,000,000
2004 TO 2005	EXCESS	NAVIGATORS INS. CO.	SE05LIA7949/81	\$ 17,000,000
2004 TO 2005	EXCESS	UNDERWRITERS AT LLOYDS	05HV0032F	\$ 30,000,000
2004 TO 2005	EXCESS	UNDERWRITERS AT LLOYDS	05HV0033F	\$ 50,000,000
2004 TO 2005	CONT'S POLL	INDIAN HARBOR INS. CO.	PEC000520103	\$ 10,000,000
2005 TO 2006	PROPERTY	ST PAUL FIRE & MARINE	CK01800357	
2005 TO 2006	CGL	ST PAUL FIRE & MARINE	384FA4482	\$ 1,000,000
2005 TO 2006	EXCESS	NAVIGATORS INS. CO.	SE05LIA7948/81	\$ 2,000,000

ACORD.**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

09/27/96

PRODUCER

JOHNSON & HIGGINS OF CALIFORNIA
345 CALIFORNIA STREET
SAN FRANCISCO, CA. 94104

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND
CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE
DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE
POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A	ST. PAUL FIRE & MARINE INSURANCE COMPANY
COMPANY LETTER	B	AMERICAN HOME ASSURANCE COMPANY
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

INSURED

PACIFIC TERMINALS LIMITED
ATTN: MARIO R. SCHUMAN
P.O. BOX 81126
SEATTLE, WA 98108

PART OF NORSEK PACIFIC STEAMSHIP CO.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	388-FA-8423	09/30/96	09/30/97	GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ 1,000,000
					FIRE DAMAGE (Any one fire)	\$ 100,000
					MED. EXPENSE (Any one person)	\$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
B	EXCESS LIABILITY	R0091	03/30/96	03/30/97	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$ 1,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE-POLICY LIMIT	\$
					DISEASE-EACH EMPLOYEE	\$
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY BE SUBJECT TO RETENTIONS)

Certificate Holder is hereby included as Additional Insured for the coverages listed above as respects premises located at 601 South Myrtle, Seattle, WA.

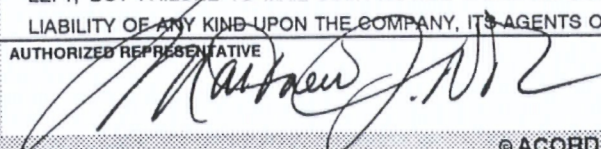
CERTIFICATE HOLDER

Manson Construction & Engineering Co.
P.O. Box 24067
Seattle, WA 98124

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Johnson & Higgins of California
345 California Street
San Francisco, California 94104
415 981 6700
Fax: 415 981 2096



April 2, 1996

Manson Construction & Engineering Co.
P.O. Box 24067
Seattle, WA 98124

Re: Norsk Pacific Steamship Co.

Dear Gentlemen:

Enclosed is the Certificate of Insurance on the above captioned.

We trust the enclosed will be found satisfactory in all respects, however, please call if you have any questions.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'Julie A. Benito'.

Julie A. Benito
Technical Assistant

cc: Veit Metzroth

Enclosure

p:jh/cert/transfer/molder



ACORD. CERTIFICATE OF INSURANCEISSUE DATE (MM/DD/YY)
03/28/96**PRODUCER**JOHNSON & HIGGINS OF CALIFORNIA
345 CALIFORNIA STREET
SAN FRANCISCO, CA
94104**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.****COMPANIES AFFORDING COVERAGE**

COMPANY LETTER A	ST. PAUL FIRE & MARINE INSURANCE COMPANY
COMPANY LETTER B	AMERICAN HOME ASSURANCE COMPANY
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSUREDPACIFIC TERMINALS LIMITED
ATTN: MARIO R. SCHUMAN
P.O. BOX 81126
SEATTLE, WA 98108

PART OF NORSEK PACIFIC STEAMSHIP CO.

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	388-FA-8423	09/30/95	09/30/96	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 100,000
					MED. EXPENSE (Any one person) \$ 10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
B	EXCESS LIABILITY	R0091	03/30/96	03/30/97	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 10,000,000
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM				
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
					DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS (LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)
Certificate Holder is hereby included as Additional Insured for the coverages listed above as respects premises located at 601 South Myrtle, Seattle, WA.**CERTIFICATE HOLDER**Manson Construction & Engineering Co.
P.O. Box 24067
Seattle, WA 98124**CANCELLATION**SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)

4/01/96

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

JOHNSON & HIGGINS

345 CALIFORNIA STREET
SAN FRANCISCO, CA 94104

CODE

SUB-CODE

COMPANY

CENTENNIAL INSURANCE CO
201 SPEAR STREET #1800
SAN FRANCISCO, CALIFORNIA 94105

INSURED

NORSK PACIFIC STEAMSHIP CO.
ATT MR. MARIO SCHUMAN
2121 N.CALIFORNIA BLVD.STE 840
WALNUT CREEK, CA. 94596

LOAN NUMBER

POLICY NUMBER

476303301

EFFECTIVE DATE (MM/DD/YY)

3/30/96

EXPIRATION DATE (MM/DD/YY)

3/30/97

CONT. UNTIL
TERMINATED
IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION Re: Premises located at 601 South Myrtle, Seattle, WA.

Revised

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Blanket Limit covering Real and Personal Property
excluding Earthquake and Flood, Replacement Cost,
No Coinsurance, subject to policy terms,
conditions and exclusions.

\$5,713,458

\$1,000

REMARKS (Including Special Conditions) (LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS* WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Manson Construction and
Engineering Company
P.O. Box 24067
Seattle WA 98124

NATURE OF INTEREST

☐ MORTGAGEE☐ ADDITIONAL INSURED☒ LOSS PAYEE☐ (OTHER) _____

SIGNATURE OF AUTHORIZED AGENT OR COMPANY

Mary Ann Lange

ACORD 27 (2/88)

©ACORD CORPORATION 1988

(* 10 DAYS NON-PAYMENT)

HOLDER COPY

CERTIFICATE NO. 005001-00025

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)

3/29/96

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

JOHNSON & HIGGINS

345 CALIFORNIA STREET
SAN FRANCISCO, CA 94104

CODE

SUB-CODE

COMPANY

CENTENNIAL INSURANCE CO
201 SPEAR STREET #1800
SAN FRANCISCO, CALIFORNIA 94105

Revised

INSURED

NORSK PACIFIC STEAMSHIP CO.
ATT MR. MARIO SCHUMAN
2121 N.CALIFORNIA BLVD.STE 840
WALNUT CREEK, CA. 94596

LOAN NUMBER

POLICY NUMBER

476303301

EFFECTIVE DATE (MM/DD/YY)

3/30/96

EXPIRATION DATE (MM/DD/YY)

3/30/97

CONT. UNTIL
TERMINATED
IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION Re: Premises located at 601 South Myrtle, Seattle, WA.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Blanket Limit covering Real and Personal Property
excluding Earthquake & Flood, Replacement Cost,
No Coinsurance, subject to policy terms,
conditions and exclusions.

\$5,713,458

\$250

REMARKS (Including Special Conditions) (LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS* WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Manson Construction and
Engineering Company
P.O. Box 24067
Seattle WA 98124

NATURE OF INTEREST

☐ MORTGAGEE☐ ADDITIONAL INSURED☒ LOSS PAYEE☐ (OTHER) _____

SIGNATURE OF AUTHORIZED AGENT OR COMPANY

Mary Ann Langer

ACORD 27 (2/88)

©ACORD CORPORATION 1988

(* 10 DAYS NON-PAYMENT)

HOLDER COPY

CERTIFICATE NO. 001001-00025

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)

3/28/96

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

JOHNSON & HIGGINS

345 CALIFORNIA STREET
SAN FRANCISCO, CA 94104

CODE

SUB-CODE

COMPANY

CENTENNIAL INSURANCE CO
201 SPEAR STREET #1800
SAN FRANCISCO, CALIFORNIA 94105

INSURED

NORSK PACIFIC STEAMSHIP CO.
ATT MR. MARIO SCHUMAN
2121 N.CALIFORNIA BLVD.STE 840
WALNUT CREEK, CA. 94596

LOAN NUMBER

POLICY NUMBER

476303301

EFFECTIVE DATE (MM/DD/YY)

3/30/96

EXPIRATION DATE (MM/DD/YY)

3/30/97

CONT. UNTIL
TERMINATED
IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION Re: Premises located at 601 South Myrtle, Seattle, WA.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Blanket Limit covering Real and Personal Property
excluding Earthquake & Flood, Replacement Cost,
No Coinsurance, subject to policy terms,
conditions and exclusions.

\$5,713,458

\$250

REMARKS (Including Special Conditions) (LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS* WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Manson Construction and
Engineering Company
P.O. Box 24067
Seattle WA 98124

NATURE OF INTEREST

☐ MORTGAGEE☒ ADDITIONAL INSURED☐ LOSS PAYEE☐ (OTHER) _____

SIGNATURE OF AUTHORIZED AGENT OR COMPANY

Mary Ann Lange

ACORD 27 (2/88)

ACORD CORPORATION 1988

(* 10 DAYS NON-PAYMENT)

HOLDER COPY

CERTIFICATE NO. 001001-00025

R. JACK STEPHENSON
BASIL L. BADLEY
MILTON C. SMITH
EDWARD L. MUELLER
SANDRA D. BATES
NICHOLAS P. SCARPELLI, JR.
JAMES N. JORY, JR.
JOHN M. MONAHAN
RICHARD J. PADDEN
TIMOTHY J. PARKER
WILLIAM T. ROBINSON

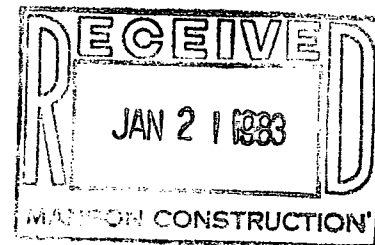
Law Offices of
CARNEY, STEPHENSON, BADLEY, SMITH & MUELLER
A PROFESSIONAL SERVICES CORPORATION
17TH FLOOR, PARK PLACE BUILDING
SIXTH & UNIVERSITY
SEATTLE, WASHINGTON 98101
(206) 622-8020
CABLE: INTERLEX
TELEX: 321270

PALMER ROBINSON
STEPHEN C. SIEBERSON
CHARLES N. EVANS
T. JEFFREY KEANE
JAMES K. DOANE
FREDERICK M. ROBINSON
LAURA M. MURPHY

of counsel
ELVIN P. CARNEY
WILLIAM C. HALLIN

January 19, 1983

Mr. Richard W. Buchanan
Le Gros, Buchanan, Paul & Whitehead
2910 Seattle-First National Bank Bldg.
Seattle, Washington 98154



Re: Continental Can Co./Manson Purchase

Dear Mr. Buchanan:

Enclosed please find a Certificate of Insurance as requested in your letter of December 28, 1982, regarding the above-entitled transaction.

If any further documentation is required, please do not hesitate to contact us.

Very truly yours,

Elaine Edgell

Elaine Edgell
Secretary to Milton C. Smith

Enclosure

cc: Manson w/enc.

CERTIFICATE OF INSURANCE

in effect on date of this certificate, arranged by

STANLEY T. SCOTT & CO., INC.

2312 Eastlake Ave. E. Seattle, Washington 98102

This is to certify that the insurance described below has been arranged for the Insured designated in this certificate. Any requirements or provisions in any contract or agreement between the Insured and any other person, firm or corporation will not be construed as enlarging, altering or amending the definition of insured or any other terms or conditions of this certificate or the insurance designated. Such insurance, subject to the limits of liability, coverages, hazards, exclusions, provisions, conditions and other terms thereof, is in full force and effect as of the date this certificate was issued.

Name of Insured Manson Construction and Engineering Company

Address 5209 East Marginal Way South
Seattle, Washington 98124

Insurer	Policy No.	Expires
Integrity Insurance Company through Alexander Howden Insurance Services	CF11322	April 19, 1983

PROPERTY COVERED LIMIT OF INSURANCE

A building located at a location bounded by South Garden Street, South Myrtle Street, 7th Avenue South, and the Duwamish River known as Continental Can Property (the legal description is a matter of record - see Deed of Trust dated on or about December 15, 1982) \$700,000

ADDITIONAL NAMED INSURED:

Continental Can Company, Inc., a Delaware Corporation (Beneficiary)
One Harbor Plaza, Stamford, Connecticut 06904

NOTE: WAIVER OF INSURER'S RIGHT OF SUBROGATION AGAINST CONTINENTAL CAN COMPANY IS ALLOWED UNDER THIS POLICY IN ACCORDANCE WITH STANDARD ISO FORM 503NS-10/65 WORDING WHICH IS INCLUDED IN SUBJECT POLICY.

COVERAGE
All Risk including earthquake and flood. Rental income as follows: Pac West Lease - \$90,000; Knappton Towing Company Lease - \$120,000; Continental Can Location - \$150,000

DEDUCTIBLE:

\$1,000 all perils except earthquake and flood, where deductible is 2% of values at time of loss.

Loss Payable Endorsement on Reverse Side ☒ Applies ☐ Does Not Apply

If mortgaged or encumbered, loss hereunder is payable as interest may appear, to the named insured and -
SHOULD THE ABOVE DESCRIBED POLICY BE CANCELLED BEFORE THE EXPIRATION DATE THERE, THE ISSUING COMPANY WILL MAIL 15 DAYS WRITTEN NOTICE TO THE BELOW NAMED CERTIFICATE HOLDER.
Date January 17, 1983

STANLEY T. SCOTT & CO., INC.

To Continental Can Company, Inc.
c/o Le Gros, Buchanan, Paul &
Address Whitehead
2910 Seattle First Nat'l Bank Bldg.
CP1 Seattle, Washington 98154

By H. E. Cook/gn
H. E. Cook/gn

**LENDER'S LOSS PAYABLE ENDORSEMENT**

1. Loss or damage, if any, under this policy shall be paid to.....

its successors and assigns, hereinafter referred to as "the Lender," in whatever form or capacity its interests may appear and whether said interest be vested in said Lender in its individual or in its disclosed or undisclosed fiduciary or representative capacity, or otherwise, or vested in a nominee or trustee of said Lender.

2. The insurance under this policy, or any rider or endorsement attached thereto, as to the interest only of the Lender, its successors and assigns, shall not be invalidated nor suspended: (a) by any error, omission, or change respecting the ownership, description, possession, or location of the subject of the insurance or the interest therein, or the title thereto; (b) by the commencement of foreclosure proceedings or the giving of notice of sale of any of the property covered by this policy by virtue of any mortgage or trust deed; (c) by any breach of warranty, act, omission, neglect, or non-compliance with any of the provisions of this policy, including any and all riders now or hereafter attached thereto, by the named insured, the borrower, mortgagor, trustor, vendee, owner, tenant, warehouseman, custodian, occupant, or by the agents of either or any of them or by the happening of any event permitted by them or either of them, or their agents, or which they failed to prevent, whether occurring before or after the attachment of this endorsement, or whether before or after a loss, which under the provisions of this policy of insurance or of any rider or endorsement attached thereto would invalidate or suspend the insurance as to the named insured, excluding herefrom, however, any acts or omissions of the lender while exercising active control and management of the property.

3. In the event of failure of the insured to pay any premium or additional premium which shall be or become due under the terms of this policy or on account of any change in occupancy or increase in hazard not permitted by this policy, this Company agrees to give written notice to the Lender of such non-payment of premium after sixty (60) days from and within one hundred and twenty (120) days after due date of such premium and it is a condition of the continuance of the rights of the Lender hereunder that the Lender when so notified in writing by this Company of the failure of the insured to pay such premium shall pay or cause to be paid the premium due within ten (10) days following receipt of the Company's demand in writing therefor. If the Lender shall decline to pay said premium or additional premium, the rights of the Lender under this Lender's Loss Payable Endorsement shall not be terminated before ten (10) days after receipt of said written notice by the Lender.

4. Whenever this Company shall pay to the Lender any sum for loss or damage under this policy and shall claim that as to the insured no liability therefor exists, this Company, at its option, may pay to the Lender the whole principal sum and interest and other indebtedness due or to become due from the insured, whether secured or unsecured, (with refund of all interest not accrued), and this Company, to the extent of such payment, shall thereupon receive a full assignment and transfer, without recourse, of the debt and all rights and securities held as collateral thereto.

5. If there be any other insurance upon the within described property, this Company shall be liable under this policy as to the Lender for the proportion of such loss or damage that the sum hereby insured bears to the entire insurance of similar character on said property under policies held by, payable to and expressly consented to by the Lender. Any Contribution Clause included in any Fallen Building Clause Waiver or any Extended Coverage Endorsement attached to this contract of insurance is hereby nullified, and also any Contribution Clause in any other endorsement or rider attached to this contract of insurance is hereby nullified except Contribution Clauses for the compliance with which the insured has received reduction in the rate charged or has received extension of the coverage to include hazards other than fire and compliance with such Contribution Clause is made a part of the consideration for insuring such other hazards. The Lender upon the payment to it of the full amount of its claim, will subrogate this Company (pro rata with all other insurers contributing to said payment) to all of the Lender's rights of contribution under said other insurance.

6. This Company reserves the right to cancel this policy at any time, as provided by its terms, but in such case this policy shall continue in force for the benefit of the Lender for ten (10) days after written notice of such cancellation is received by the Lender and shall then cease.

7. This policy shall remain in full force and effect as to the interest of the Lender for a period of ten (10) days after its expiration unless an acceptable policy in renewal thereof with loss thereunder payable to the Lender in accordance with the terms of this Lender's Loss Payable Endorsement, shall have been issued by some insurance company and accepted by the Lender.

8. Should legal title to and beneficial ownership of any of the property covered under this policy become vested in the Lender or its agents, insurance under this policy shall continue for the term thereof for the benefit of the Lender but, in such event, any privileges granted by this Lender's Loss Payable Endorsement which are not also granted the insured under the terms and conditions of this policy and/or under other riders or endorsements attached thereto shall not apply to the insurance hereunder as respects such property.

9. All notices herein provided to be given by the Company to the Lender in connection with this policy and this Lender's Loss Payable Endorsement shall be mailed to or delivered to the Lender at its office or branch at.....

or, if none be specified, at its head office at.....

Attached to Policy No. of

Issued to.....

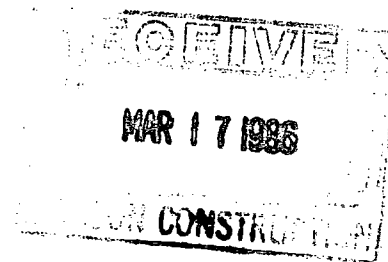
Agency at..... Date.....

Approved:

Board of Fire Underwriters of the Pacific,
California Bankers' Association,
Committee on Insurance.

Agent.

Columbia
Risk Management
Services, Inc.



March 13, 1986

Manson Construction & Engineering Co.
P.O. Box 24067
Seattle, Washington 98124

Re: Knappton Corporation
Certificates of Insurance

Please find enclosed our Certificate of insurance as evidence of the Comprehensive General Liability insurance that has been secured on behalf of Knappton Corporation.

We trust you will find the enclosed Certificate to be in good order. If you should require any additional information, please contact our office.

Very truly yours,

Sue Wirick

Sue Wirick

SW/mms
Enclosure

cc: Sharron Mathews, Knappton Corporation



CERTIFICATE OF INSURANCE

SET TAB STOPS AT ARROWS
ISSUE DATE (MM/DD/YY)

3-12-86

PRODUCER

Columbia Risk Mgmt. Services, Inc.
Gene Sause & Co.
Suite 270
200 S.W. Market St.
Portland, Oregon 97201-6299
503-223-5897

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER A	Admiral Insurance Co.
COMPANY LETTER B	The Home Indemnity Co.
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

INSURED

Knappton Corporation, etal
P.O. Box 03018
Portland, Oregon

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	A86EG06563	2-1-86	2-1-87	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				BI & PD COMBINED	\$500	\$500
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				PERSONAL INJURY		\$500
	<input checked="" type="checkbox"/> CONTRACTUAL						
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS						
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE						
B	<input checked="" type="checkbox"/> PERSONAL INJURY	BA4006266	1-18-86	1-18-87	BODILY INJURY (PER PERSON)	\$	
	<input checked="" type="checkbox"/> \$2,500. DED				BODILY INJURY (PER ACCIDENT)	\$	
	AUTOMOBILE LIABILITY				PROPERTY DAMAGE	\$	
	<input checked="" type="checkbox"/> ANY AUTO				BI & PD COMBINED	\$1,000	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.)						
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.)				BI & PD COMBINED	\$	\$
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY						
	<input type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
A	<input type="checkbox"/> OTHER	A86EG06564	2-1-86	2-1-87	\$	(DISEASE-EACH EMPLOYEE)	
	Primary Products Liability				\$500,000 CSL	\$2,500 DED	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is added as an Additional Insured. All policies waive rights of subrogation against Manson Construction & Engineering Co.

CERTIFICATE HOLDER

Manson Construction & Engineering Co.
P.O. Box 24067
Seattle, Washington 98124

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF INSURANCE

SET TABS/STOPS AT ARROWS
ISSUE DATE (MM/DD/YY)

3-13-86

PRODUCER

Columbia Risk Mgmt. Services, Inc.
Gene Sause & Co.
Suite 270
200 S.W. Market St.
Portland, Oregon 97201-6299
503-223-5897

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A** Progressive CasualtyCOMPANY LETTER **B** Lexington Ins. Co.COMPANY LETTER **C**COMPANY LETTER **D**COMPANY LETTER **E**

INSURED

Knappton Corporation, etal
P.O. Box 03018
Portland, Oregon 97203

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS		
						EACH OCCURRENCE	AGGREGATE
	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES/OPERATIONS <input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS <input type="checkbox"/> CONTRACTUAL <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> PERSONAL INJURY				BODILY INJURY	\$	\$
					PROPERTY DAMAGE	\$	\$
					BI & PD COMBINED	\$	\$
					PERSONAL INJURY		\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS.) <input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS.) <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				BODILY INJURY (PER PERSON)	\$	
					BODILY INJURY (PER ACCIDENT)	\$	
					PROPERTY DAMAGE	\$	
					BI & PD COMBINED	\$	
A	EXCESS LIABILITY M&C <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	FE4681241	2-12-86	2-1-87	BI & PD COMBINED	\$500	\$500
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY		
					\$	(EACH ACCIDENT)	
					\$	(DISEASE-POLICY LIMIT)	
					\$	(DISEASE-EACH EMPLOYEE)	
B	OTHER Excess Liability Products	5521327	3-7-86	2-1-87	\$500,000 CSL		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Certificate Holder is added as an Additional Insured. All policies waive rights of Subrogation against Manson Construction & Engineering Co.

CERTIFICATE HOLDER

Manson Construction & Engineering Co.
P.O. Box 24067
Seattle, Washington 98124

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

STANLEY T. SCOTT & CO., INC.
2312 EASTLAKE AVE. E.
SEATTLE, WASHINGTON 98102

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	Lloyds' & III Underwriters thru Regis Low LTD
COMPANY LETTER	B	Aetna Casualty & Surety Company
COMPANY LETTER	C	Companies thru West Coast Marine Managers, Inc.
COMPANY LETTER	D	
COMPANY LETTER	E	

NAME AND ADDRESS OF INSURED

Hanson Construction & Engineering Co.
P. O. Box 24067
Seattle, WA 98124

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	RAD18690K	3/1/91 3/1/92	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY			PERSONAL INJURY		\$ Included
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
C	EXCESS LIABILITY	91L6219/81	3/1/91 3/1/92	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000,	\$ 2,000,
	<input type="checkbox"/> UMBRELLA FORM					
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
B	OTHER Property	81ACK5829604	4/25/91-4/25/92	\$1,770,625 All Risk w/\$1,000 Ded. \$500,000 Loss of Rents		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

IT IS AGREED CERTIFICATE HOLDER IS LOSS PAYEE AS RESPECTS LEASE OF PROPERTY LOCATED: 601 South Myrtle, Seattle, WA 98124

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

OTHELLO STREET WAREHOUSE CORPORATION
c/o Maple Leaf Property Management, Inc.
999 W. Hastings Street, #230
Vancouver, B.C., Canada V6C 2N2

DATE ISSUED: 3/4/91

AUTHORIZED REPRESENTATIVE

H. E. Cook/dp



CONSTRUCTION & ENGINEERING COMPANY

5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850
MAILING ADDRESS: P.O. BOX 24067 • SEATTLE, WASHINGTON 98124-0067
CON. REG. NO. 223-01 MA-NS-OC-E373NO • TELEX 32-9513 • FAX 206-763-1232

FAXED
June 22, 1990

June 22, 1990

VIA FAX (604)684-6165

Maple Leaf Property Management Inc.
Second Floor, 999 West Hastings Street
Vancouver, B.C., Canada V6C 2W2

Attention: Beverly Greene, CPM
Property Manager

Reference: Othello Street Warehouse
601 South Myrtle Street

Dear Sir/Madam:

As previously discussed with you in April 1990, Great American Insurance Company is not the insurer of the above referenced property nor is McRory & Company the broker. As shown on the insurance certificates provided your office, the agency insuring the property is Stanley T. Scott & Co., Inc. The deficiencies noted are not applicable to the policy Manson carries with Stanley T. Scott & Co.

Very truly yours,
MANSON CONSTRUCTION & ENGINEERING CO.

Roberta Lorenz

Roberta Lorenz
Contract Compliance

\rjl

REVISED





Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

STANLEY T. SCOTT & CO., INC.
2312 EASTLAKE AVE. E.
SEATTLE, WASHINGTON 98102

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A** Lloyds' & III Companies thru Tyser Low LTD

COMPANY LETTER **B** Aetna Casualty and Surety Company

COMPANY LETTER **C** Companies thru West Coast Marine Managers, Inc.

COMPANY LETTER **D**

COMPANY LETTER **E**

NAME AND ADDRESS OF INSURED

OTHELLO STREET WAREHOUSE CORPORATION
c/o Maple Leaf Property Management, Inc.
#230 - 999 West Hastings Street
Vancouver, British Columbia "Amended"

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	RA 018690J	3/1/90 3/1/91	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	x Stop Gap			PERSONAL INJURY		\$ Included
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
C	EXCESS LIABILITY	90L6219/81	3/31/90 3/31/91	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000,	\$ 2,000,
	<input type="checkbox"/> UMBRELLA FORM					
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
					\$	(EACH ACCIDENT)
B	OTHER					
	Property	81ACH5463840	4/25/90-4/25/91	\$1,416,500 All Risk w/\$1,000 Ded. \$500,000 Loss of Rents		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

IT IS AGREED OTHELLO STREET WAREHOUSE CORPORATION IS ADDITIONAL NAMED INSURED AS RESPECTS THEIR OWNERSHIP OF WAREHOUSE ONLY LOCATED AT 601 S. MYRTLE. CERTIFICATE HOLDER, SECURITY PACIFIC BANK WASHINGTON IS LOSS PAYEE AS RESPECTS FINANCIAL INTERESTS OF OTHELLO STREET WAREHOUSE CORPORATION.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

SECURITY PACIFIC BANK WASHINGTON
c/o Security Pacific Savings Bank
P. O. Box 1637 (UB 021)
Tacoma, WA 98401-1637

DATE ISSUED: 6/22/90

H. E. Cook
AUTHORIZED REPRESENTATIVE

H. E. Cook/dp

Maple Leaf Property Management Inc.

Second Floor, 999 - West Hastings Street • Vancouver, B.C., Canada V6C 2W2 • (604) 684-3330 Fax (604) 684-6165

June 15, 1990

VIA FAX #763-1232

FAXED
JUN 15/90

Manson Construction & Engineering Co.
P.O. Box 24067
Seattle, Washington
U.S.A. 98124

Attention: Mr. Dan Dolmseth

Dear Sirs:

Re: Your Premises - 601 South Myrtle Street
Othello Street Warehouse

RECEIVED
JUN 18 1990
MANSON CONSTRUCTION

Pursuant to our letter of April 18, 1990, relative to deficiencies you are required to complete as per the loss control inspection performed by Great American Insurance Company, to date we have not received confirmation from Manson Construction & Engineering Co. that these items have been attended to.

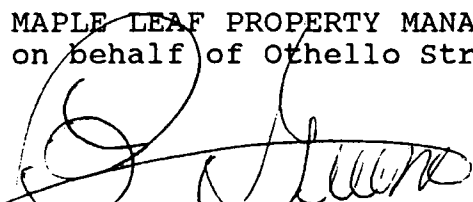
As provided in the appropriate articles of your lease, these items are the sole responsibility of Manson Construction & Engineering Co.

In order to ensure you are not in breach of your lease agreement, please have your written confirmation that the items have been attended to delivered to our office forthwith.

Your immediate attention to the above is hereby requested.

Yours very truly,

MAPLE LEAF PROPERTY MANAGEMENT INC.
on behalf of Othello Street Warehouse Corporation


Beverly Greene, CPM
Property Manager

BG/mh

cc: McRory & Company

Maple Leaf Property Management Inc.

Second Floor, 999 - West Hastings Street • Vancouver, B.C., Canada V6C 2W2 • (604) 684-3330 Fax (604) 684-6165

FAX COVER SHEET

TO: Mr. Dan Dolan DATE: June 14/90
 LOCATION: Thurston Construction

FAX NUMBER: 206-763-1232 NUMBER OF PAGES: 3
 (Including cover sheet)

 FROM: LARCO INVESTMENTS INC. TELEPHONE: (604) 684-3330
 2nd Flr, 999 W. Hastings FAX NUMBER: (604) 684-6165
 Vancouver, B.C.
 V6C 2W2 FROM: Mrs. Duggan

COMMENTS: _____

STS Changed from
 Maple Wood to Othello

the got one for security people

Maple Leaf Property Management Inc.

Second Floor, 999 - West Hastings Street • Vancouver, B.C., Canada V6C 2W2 • (604) 684-3330 Fax (604) 684-6165

June 14, 1990

VIA FAX #763-1232

Manson Construction & Engineering Co.
P.O. Box 24067
Seattle, Washington
U.S.A. 98124

Attention: Mr. Dan Dolmseth

Dear Sirs:

Re: Your Premises - Othello Street Warehouse

Thank you for affording our office a copy of your current insurance policy declaration. Upon a review of this document, we note the loss payees are insufficient to the Landlord.

- 1) Article 9.5 of your lease provides for any and all endorsements and or provisions required by the Landlord and or Mortgagees. We hereby request the loss payees to be named on your insurance policy as follows:

- a) Rainier Bank
1100 Second Avenue
Seattle, Washington
- b) Othello Street Warehouse Corporation
c/o Maple Leaf Property Management Inc.
#230 - 999 West Hastings Street
Vancouver, British Columbia

*Robbie - They probably mean Security Pacific
PLS DOUBLE CHECK.*

Please ensure the above items are added to your insurance policy forthwith. A copy of the amendment and the standard policy declaration form must be received in our offices no later than July 14, 1990, confirming these coverages.

NOTE - NO MENTION OF VALUATION.

....2/

Manson Construction & Engineering Co.
June 14, 1990
Page 2

Your earliest possible attention to the above requested items would be appreciated.

Thank you.

Yours very truly,

MAPLE LEAF PROPERTY MANAGEMENT INC.
on behalf of Othello Street Warehouse Corporation



Margaret Haggerty
Property Administrator

/mh

cc: Stanley T. Scott, Inc.


CONSTRUCTION & ENGINEERING COMPANY

5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850
 MAILING ADDRESS: P.O. BOX 24067 • SEATTLE, WASHINGTON 98124-0067
 CON. REG. NO. 223-01 MA-NS-OC-E373NO • TELEX 32-9513 • FAX 206-763-1232

VIA FAX AND MAIL

May 8, 1990

Maple Leaf Property Management Inc
 Second Floor
 999 - West Hastings Street
 Vancouver, B.C., Canada V6C 2W2

Re: Othello Street Warehouse Corporation's Property

Dear Sirs:

Per our telephone discussion, please see the enclosed insurance certificate from Stanley T. Scott on the property at 601 South Myrtle, Seattle, Wash. Over two weeks have elapsed since we spoke and I have not heard from you. Please confirm that this certificate meets the insurance requirements on the property. If we do not here from you in seven days, we will assume the certificate is correct.

Very truly yours,
 MANSON CONSTRUCTION & ENGINEERING CO.

Daniel J. Dolmseth
 Chief Financial Officer

DJD;rjl

enclosure





Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

STANLEY T. SCOTT & CO., INC.
2312 EASTLAKE AVE. E.
SEATTLE, WASHINGTON 98102

NAME AND ADDRESS OF INSURED

Hanson Construction & Engineering Co.
P. O. Box 24067
Seattle, WA 98124

COMPANIES AFFORDING COVERAGES

COMPANY
LETTER **A**

Lloyds' & ILU Underwriters @ Tyser Low LTD

COMPANY
LETTER **B**

Aetna Casualty & Surety Company

COMPANY
LETTER **C**

Companies thru West Coast Marine Managers, Inc.

COMPANY
LETTER **D**

COMPANY
LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES—OPERATIONS <input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input checked="" type="checkbox"/> UNDERGROUND HAZARD <input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input checked="" type="checkbox"/> CONTRACTUAL INSURANCE <input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input checked="" type="checkbox"/> PERSONAL INJURY Stop Gap	RA 018690J	3/1/90 3/1/91	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
				PERSONAL INJURY		\$ Included
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
				BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
C	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	90L6219/81	3/31/90 3/1/91	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000,	\$ 2,000,
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
					\$	(EACH ACCIDENT)
B	OTHER Property	TBA	4/25/90-4/25/91	\$1,249,875 All Risk/\$1,000 Ded. \$500,000 Loss of Rents		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

IS AGREED CERTIFICATE HOLDER IS LOSS PAYEE AS RESPECTS LEASE OF PROPERTY LOCATED: 601 South Myrtle, Seattle, WA 98124

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

MAPLE LEAF PROPERTY MANAGEMENT, INC.
999 West Hastings Street, Second Floor
Vancouver, B.C., Canada V6C 2N2
Attn: Beverly Greene, CPM/Property Manager

DATE ISSUED: 5/8/90

H. E. Cook
AUTHORIZED REPRESENTATIVE

H. E. Cook/dp



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

STANLEY T. SCOTT & CO., INC.
2312 EASTLAKE AVE. E.
SEATTLE, WASHINGTON 98102

NAME AND ADDRESS OF INSURED

OTHELLO STREET WAREHOUSE CORPORATION
c/o Maple Leaf Property Management, Inc.
#230 - 999 West Hastings Street
Vancouver, British Columbia

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	Lloyds' & III Companies thru Tyser Low LTD
COMPANY LETTER	B	Aetna Casualty and Surety Company
COMPANY LETTER	C	Companies thru West Coast Marine Managers, Inc.
COMPANY LETTER	D	
COMPANY LETTER	E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	RA 018690J	3/1/90 3/1/91	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	<input checked="" type="checkbox"/> Stop Gap			PERSONAL INJURY		\$ Included
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
C	EXCESS LIABILITY	90L6219/81	3/31/90 3/31/91	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000,	\$ 2,000,
	<input type="checkbox"/> UMBRELLA FORM					
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER					
B	Property	81ACM5463840	4/25/90-4/25/91	\$1,416,500 All Risk w/\$1,000 Ded. \$500,000 Loss of Rents		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

IT IS AGREED OTHELLO STREET WAREHOUSE CORPORATION IS ADDITIONAL NAMED INSURED AS RESPECTS THEIR OWNERSHIP OF WAREHOUSE ONLY LOCATED AT 601 S. MYRTLE. CERTIFICATE HOLDER, SECURITY PACIFIC BANK WASHINGTON IS LOSS PAYEE AS RESPECTS FINANCIAL INTERESTS OF OTHELLO STREET WAREHOUSE CORPORATION.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

SECURITY PACIFIC BANK WASHINGTON
Specialized Industries Group
1301 - 5th Avenue
Seattle, WA 98101

DATE ISSUED: 6/14/90

H. E. Cook

AUTHORIZED REPRESENTATIVE

H. E. Cook/dp



STANLEY T. SCOTT & CO., INC.

2312 EASTLAKE AVE. E. • SEATTLE, WA 98102 • 206-323-3931 • FAX (206) 323-3955 • TELEX 329473 #STS 385

June 14, 1990

Number of pages
Including this page 3

FAX TRANSMITTAL COVER SHEET

TO: Maple Leaf Property Management, Inc.
Attn: Mrs. Haggerty

FAX #: 604-684-2970

RE: Manson Construction & Eng. Co./Othello Street Warehouse Corp.
Warehouse located - 601 South Myrtle, Seattle, WA
Insurance Certificate

Margaret:

We've changed the arrangements for providing coverage for your interests in a more concise manner.

Underwriters have agreed to name Othello Street Warehouse Corporation c/o Maple Leaf Property Management, Inc. as an additional named insured as respects their financial interest in this property since they are the owners.

This then enables us to issue a certificate of insurance in their name with Security Pacific Bank Washington shown as loss payee as their financial interest in the warehouse is concerned.

A copy of our letter to Security Pacific Bank Washington is being sent you.

Please feel free to contact us should there be further questions.

Regards,

Dorothy P.

✓cc: Manson Construction & Eng. Co.



STANLEY T. SCOTT & CO., INC.

2312 EASTLAKE AVE. E. • SEATTLE, WA 98102 • 206-323-3931 • FAX (206) 323-3955 • TELEX 329473 #STS 385

June 13, 1990

Number of pages
Including this page 3

FAX TRANSMITTAL COVER SHEET

TO: Security Pacific Bank
Attn: Frank Aereola

FAX #: 621-4213

Re: Manson Construction & Eng. Co./Maple Leaf Property Management
601 South Myrtle, Seattle, WA
Warehouse
Policy No. 81ACM5463840

Frank:

As a follow up to our conversation, we've made better arrangements for handling the warehouse located at 601 South Myrtle.

We are naming Othello Street Warehouse Corporation c/o Maple Leaf Property Management, Inc. as an additional named insured as respects their financial interest in this property since they are the owners.

A certificate of insurance showing this is being prepared with them shown as insured and Security Pacific Bank Washington shown as their loss payee. The description will clearly reference "as respects their financial interest in this property" only.

The certificate of insurance dated May 4th, 1990 which was done in error has been voided and replaced by the one dated today's date and faxed with this note. The original of same will be in today's mail to your attention.

Regards,

Dorothy P.

✓cc: Manson Construction & Eng. Co.

**CONSTRUCTION & ENGINEERING COMPANY**

5209 EAST MARGINAL WAY S. • SEATTLE, WA 98134 • (206) 762-0850
MAILING ADDRESS: P.O. BOX 24067 • SEATTLE, WASHINGTON 98124-0067
CON. REG. NO. 223-01 MA-NS-OC-E373NO • TELEX 32-9513 • FAX 206-763-1232

VIA FAX AND MAIL

May 8, 1990

Maple Leaf Property Management Inc
Second Floor
999 - West Hastings Street
Vancouver, B.C., Canada V6C 2W2

Re: Othello Street Warehouse Corporation's Property

Dear Sirs:

Per our telephone discussion, please see the enclosed insurance certificate from Stanley T. Scott on the property at 601 South Myrtle, Seattle, Wash. Over two weeks have elapsed since we spoke and I have not heard from you. Please confirm that this certificate meets the insurance requirements on the property. If we do not here from you in seven days, we will assume the certificate is correct.

Very truly yours,
MANSON CONSTRUCTION & ENGINEERING CO.

Daniel J. Dornseth
Chief Financial Officer

DJD;rjl

enclosure





Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

STANLEY T. SCOTT & CO., INC.
2312 EASTLAKE AVE. E.
SEATTLE, WASHINGTON 98102

NAME AND ADDRESS OF INSURED

Manson Construction & Engineering Co.
P. O. Box 24067
Seattle, WA 98124

COMPANIES AFFORDING COVERAGES

COMPANY
LETTER

A

Lloyds' & ILU Underwriters @ Tyser Low LTD

COMPANY
LETTER

B

Aetna Casualty & Surety Company

COMPANY
LETTER

C

Companies thru West Coast Marine Managers, Inc.

COMPANY
LETTER

D

COMPANY
LETTER

E

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	RA 018690J	3/1/90 3/1/91	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	Stop Gap			PERSONAL INJURY		\$ Included
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
C	EXCESS LIABILITY	90L6219/81	3/31/90 3/1/91	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000,	\$ 2,000,
	<input type="checkbox"/> UMBRELLA FORM					
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(EACH ACCIDENT)
B	Property	TBA	4/25/90-4/25/91	\$1,249,875 All Risk/\$1,000 Ded. \$500,000 Loss of Rents		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

IT IS AGREED CERTIFICATE HOLDER IS LOSS PAYEE AS RESPECTS LEASE OF PROPERTY LOCATED: 601 South Myrtle, Seattle, WA 98124

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

MAPLE LEAF PROPERTY MANAGEMENT, INC.
999 West Hastings Street, Second Floor
Vancouver, B.C., Canada V6C 2W2
Attn: Beverly Greene, CPM/Property Manager

DATE ISSUED: 5/8/90

H. E. Cook
AUTHORIZED REPRESENTATIVE

H. E. Cook/dp

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY STANLEY T. SCOTT & CO., INC. 2312 EASTLAKE AVE. E. SEATTLE, WASHINGTON 98102	COMPANIES AFFORDING COVERAGES COMPANY LETTER A Lloyds' & ILU Underwriters @ Tyser Low LTD COMPANY LETTER B Aetna Casualty & Surety Company COMPANY LETTER C Companies thru West Coast Marine Managers, Inc. COMPANY LETTER D COMPANY LETTER E
NAME AND ADDRESS OF INSURED ✓ Manson Construction & Engineering Co. P. O. Box 24067 Seattle, WA 98124	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	RA 018690J	3/1/90 3/1/91	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	Stop Gap			PERSONAL INJURY		\$ Included
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
C	EXCESS LIABILITY	90L6219/81	3/31/90 3/1/91	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 2,000,	\$ 2,000,
	<input type="checkbox"/> UMBRELLA FORM					
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
					\$	(EACH ACCIDENT)
B	OTHER Property	TBA	4/25/90-4/25/91	\$1,249,875 All Risk/\$1,000 Ded. \$500,000 Loss of Rents		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

IT IS AGREED CERTIFICATE HOLDER IS LOSS PAYEE AS RESPECTS LEASE OF PROPERTY LOCATED: 601 South Myrtle, Seattle, WA 98124

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

MAPLE LEAF PROPERTY MANAGEMENT, INC.
 999 West Hastings Street, Second Floor
 Vancouver, B.C., Canada V6C 2W2
 Attn: Beverly Greene, CPM/Property Manager

DATE ISSUED: 5/8/90

H. E. Cook
 AUTHORIZED REPRESENTATIVE

H. E. Cook/dp



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

STANLEY T. SCOTT & CO., INC.
2312 EASTLAKE AVE. E.
SEATTLE, WASHINGTON 98102

NAME AND ADDRESS OF INSURED

Manson Construction & Engineering Co.
P. O. Box 24067
Seattle, WA 98124

COMPANIES AFFORDING COVERAGES

COMPANY LETTER **A**

Lloyds' & ILU Companies thru Tyser Low LTD

COMPANY LETTER **B**

Aetna Casualty and Surety Company

COMPANY LETTER **C**

Companies thru West Coast Marine Managers, Inc.

COMPANY LETTER **D**

COMPANY LETTER **E**

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	RA 018690J	3/1/90 3/1/91	BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM					
	<input checked="" type="checkbox"/> PREMISES—OPERATIONS					
	<input checked="" type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input checked="" type="checkbox"/> UNDERGROUND HAZARD					
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD					
	<input checked="" type="checkbox"/> CONTRACTUAL INSURANCE					
	<input checked="" type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input checked="" type="checkbox"/> PERSONAL INJURY					
	x Stop Gap					
	AUTOMOBILE LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OWNED			PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	<input type="checkbox"/> NON-OWNED					
C	EXCESS LIABILITY	90L6219/81	3/31/90 3/31/91	BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	<input type="checkbox"/> UMBRELLA FORM					
	<input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM					
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(EACH ACCIDENT)
B	Property	TBA	4/25/90-4/25/91	\$1,416,500 All Risk w/\$1,000 Ded. \$500,000 Loss of Rents		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

IT IS AGREED CERTIFICATE HOLDER IS LOSS PAYEE AS RESPECTS LEASE OF PROPERTY LOCATED: 601 South Myrtle, Seattle, WA AND INSURED PER LEASE REQUIREMENTS.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

SECURITY PACIFIC BANK WASHINGTON
Specialized Industries Group
1301 - 5th Avenue
Seattle, WA 98101

DATE ISSUED: 5/4/90

H. E. Cook
AUTHORIZED REPRESENTATIVE

H. E. Cook/dp



March 15, 1990

Security Pacific Bank
Washington NA
PO Box 3866
Seattle WA 98124-3866

Stanley T. Scott & Co., Inc.
2312 Eastlake Ave. E.
Seattle, Washington 98102

*4/19/90
for Cert*

Re: Customer Name: Manson Construction & Engineering Co.
Policy Number: 81ACM 5463840
Exp. Date: 4-25-90
Insurance Type: Property @
601 So. Myrtle and insured per lease requirements.

Our records indicate that the above-mentioned insurance policy expired (or is due to expire) on 4-25-90. To keep our documentation in compliance with all requirements, please issue us proof of insurance along with a form 438 BFU or BFUNS.

Please note that our name has changed from Rainier National Bank to Security Pacific Bank Washington. As loss payee and/or mortgagee, please indicate the following:

Security Pacific Bank Washington
Specialized Industries Group
Contractors
1301-5th Avenue
Seattle, Washington 98101

Should you not renew the policy, please notify us immediately.

Enclosed is a postage-paid envelope provided for your convenience. Please feel free to call me at (206) 621-5672 if you have any questions.

Thank you for your cooperation.

Sincerely,

Eddie Lopez
Eddie Lopez
Loan Documentation Specialist

Pat # 621-4213

cc: Mike Moroney
Manson Const.



March 15, 1990

Security Pacific Bank
Washington NA
PO Box 3968
Seattle WA 98124-3968

Stanley T. Scott & Co., Inc.
2312 Eastlake Ave. E.
Seattle, Washington 98102

*4/19/90
for Cert*

Re: Customer Name: Manson Construction & Engineering Co.
Policy Number: 81ACM 5463840
Exp. Date: 4-25-90
Insurance Type: Property @
601 So. Myrtle and insured per lease requirements.

Our records indicate that the above-mentioned insurance policy expired (or is due to expire) on 4-25-90. To keep our documentation in compliance with all requirements, please issue us proof of insurance along with a form 438 BFU or BFUNS.

Please note that our name has changed from Rainier National Bank to Security Pacific Bank Washington. As loss payee and/or mortgagee, please indicate the following:

Security Pacific Bank Washington
Specialized Industries Group
Contractors
1301-5th Avenue
Seattle, Washington 98101

Should you not renew the policy, please notify us immediately.

Enclosed is a postage-paid envelope provided for your convenience. Please feel free to call me at (206) 621-5672 if you have any questions.

Thank you for your cooperation.

Sincerely,

Eddie Lopez
Eddie Lopez
Loan Documentation Specialist

cc: Mike Moroney
Manson Const.

Pat # 621-4213

*6-4-90
Frank Arnold
replied
filed
into return
certif.*



STANLEY T. SCOTT & CO., INC.

2312 EASTLAKE AVE. E. • SEATTLE, WA 98102 • 206-323-3931 • FAX (206) 323-3955 • TELEX 329473 #STS 385

February 22, 1990

Othello Street Warehouse Corporation
c/o Maple Leaf Property Management
999 W. Hasting Street, #230
Vancouver, B.C., Canada V6C 2W2

Re: Property located 601 South Myrtle
Seattle, WA

To whom it may concern:

This letter is written as a follow up to my letter of 7
February, 1990.

In reviewing that letter, I believe that I made it unclear that
we (Manson) are relying on you to provide an insured value for
the above noted building which is, of course, to be properly
substantiated.

The attached certificate shows the current insured value. If
you do not agree, please contact us soonest.

Very best regards,

Craig A. Pankow, MBA, ARM
Vice President

✓cc: Manson Construction & Eng. Co.



STANLEY T. SCOTT & CO., INC.

2312 EASTLAKE AVE. E. • SEATTLE, WA 98102 • 206-323-3931 • FAX (206) 323-3955 • TELEX 329473 #STS 385

February 7, 1990

Othello Street Warehouse Corporation
c/o Maple Leaf Property Management
999 W. Hastings Street, #230
Vancouver, B.C., Canada V6C 2W2

Re: Property located 601 South Myrtle
Seattle, WA

To whom it may concern:

Please find attached a certificate of insurance on the above captioned building.

As specified in the contract between the parties, the building is insured at a value as provided and substantiated by our insured.

Thank you for your attention to this matter. If you do not agree with the contents of this letter or the attached certificate, please contact us immediately.

Best regards,

Craig A. Pankow, MBA, ARM
Vice President



Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

STANLEY T. SCOTT & CO., INC.
2312 EASTLAKE AVE. E.
SEATTLE, WASHINGTON 98102

NAME AND ADDRESS OF INSURED

Manson Construction & Engineering Co.
P. O. Box 24067
Seattle, WA 98124

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	Lloyds' & ILU Companies thru Tyser Low LTD
COMPANY LETTER	B	Aetna Casualty and Surety Company
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> PREMISES—OPERATIONS <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY	RA 0186901	3/1/89 3/1/90	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
				PERSONAL INJURY		\$ INCLUDED
	AUTOMOBILE LIABILITY <input type="checkbox"/> COMPREHENSIVE FORM <input type="checkbox"/> OWNED <input type="checkbox"/> HIRED <input type="checkbox"/> NON-OWNED			BODILY INJURY (EACH PERSON)	\$	
			BODILY INJURY (EACH ACCIDENT)	\$		
			PROPERTY DAMAGE	\$		
			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$		
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
	OTHER				\$	(EACH ACCIDENT)
B	Property	81ACM 5463840	4/25/89-4/25/90	\$1,249,875 All Risk/\$1,000 Ded.		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

AS RESPECTS LEASE OF PROPERTY LOCATED: 601 South Myrtle, Seattle, WA
Othello Street Warehouse Corporation is loss payee

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER

OTHELLO STREET WAREHOUSE CORPORATION
660 South Othello Street
Seattle, WA 98108

DATE ISSUED: 4/25/89

AUTHORIZED REPRESENTATIVE

H. E. Cook/dp

Certificate of Insurance



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER.
THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

NAME AND ADDRESS OF AGENCY

STANLEY T. SCOTT & CO., INC.
2312 EASTLAKE AVE. E.
SEATTLE, WASHINGTON 98102

COMPANIES AFFORDING COVERAGES

COMPANY LETTER	A	Lloyds' & ILU Companies thru Tyser Low LTD
COMPANY LETTER	B	Aetna Casualty and Surety Company
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

NAME AND ADDRESS OF INSURED

Manson Construction & Engineering Co.
P. O. Box 24067
Seattle, WA 98124

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
A	GENERAL LIABILITY	RA 01B6901	3/1/89 3/1/90	BODILY INJURY	\$	\$
	<input type="checkbox"/> COMPREHENSIVE FORM			PROPERTY DAMAGE	\$	\$
	<input type="checkbox"/> PREMISES—OPERATIONS					
	<input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD					
	<input type="checkbox"/> UNDERGROUND HAZARD					
	<input type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 1,000,	\$ 1,000,
	<input type="checkbox"/> CONTRACTUAL INSURANCE					
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE					
	<input type="checkbox"/> INDEPENDENT CONTRACTORS					
	<input type="checkbox"/> PERSONAL INJURY					
	AUTOMOBILE LIABILITY			PERSONAL INJURY		\$ INCLUDED
	<input type="checkbox"/> COMPREHENSIVE FORM					
	<input type="checkbox"/> OWNED					
	<input type="checkbox"/> HIRED					
	<input type="checkbox"/> NON-OWNED					
	EXCESS LIABILITY			BODILY INJURY (EACH PERSON)	\$	
	<input type="checkbox"/> UMBRELLA FORM			BODILY INJURY (EACH ACCIDENT)	\$	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM			PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	
	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
B	OTHER	81ACM 5463840	4/25/89-4/25/90	STATUTORY		
	Property					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

AS RESPECTS LEASE OF PROPERTY LOCATED: 601 South Myrtle, Seattle, WA
Othello Street Warehouse Corporation is loss payee

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 10 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

NAME AND ADDRESS OF CERTIFICATE HOLDER:

OTHELLO STREET WAREHOUSE CORPORATION
660 South Othello Street
Seattle, WA 98108

DATE ISSUED: 4/25/89

AUTHORIZED REPRESENTATIVE

H. E. Cook/dp

EB



December 23, 1997

Donald J. Verfurth
Carney Badley Smith & Spellman
2200 Columbia Center
701 Fifth Avenue
Seattle Wa. 98104-7091



Re: Insured: Manson Construction & Engineering Co. Inc.
Claimant: Othello Street Warehouse Corporation
Site: Othello Street Property, Harbor Island Wa.
Policies: 52 C A84500 1-1-68 to 1-1-69 (unconfirmed)
52 C A84501 1-1-70 to 1-1-71 (unconfirmed)
52 C A84501 1-1-71 - 1-1-72 (unconfirmed)

Dear Mr. Verfurth,

We acknowledge receipt of the notice of potential claim in the above captioned matter. As we discussed by phone today, at this time, it appears Manson purchased the site in question June 16, 1982. This date would be after the date our alleged policies would have been in effect, and as such we would have no potential exposure for this site. You advised that there may be a question of when the property actually came into existence, since it was constructed from fill brought to the site. Should evidence be uncovered that Manson was involved at this site earlier, please provide it for our review.

At this time, based upon the information that has been provided to us to date, The Hartford is unable to make a determination as to whether Manson Construction & Engineering Co. Inc is entitled to any rights or coverage in connection with any actions or proceedings relating to the above referenced matter under any policy of insurance allegedly issued to Manson Construction & Engineering Co. Inc by The Hartford.

The Hartford will conduct an investigation into this matter, however, be advised that The Hartford's investigation of this matter is without prejudice, and is not intended to waive any rights or obligations of either Manson Construction & Engineering Co. Inc or The Hartford under any

Claim and Legal Management Serv
Environmental Claim Office
7670 South Chester Street
Englewood, CO 80112
P.O. Box 5188
Denver, CO 80217-5188
303 645 8500
303 768 8418 Fax

Our position remains that we are unable to determine the terms, conditions, limits and special endorsements that may have applied to the policies that you have tendered and that Hartford cannot accept these matters as covered, on the basis of the information provided.

Bill Lee has also previously that we had been in contact with Kathy Egan, who had been a Marine Manager in San Francisco with Hartford. Ms. Egan indicated that she recalled that Marine coverage had been written for Manson but that she could not confirm that liability coverage had been written and she then referred Mr. Lee to Bill Ober who was the casualty manager at the time. You have been previously provided with copies of form L-3503 and L-3334, as the forms which most likely would have been on a casualty policy for the period of time at issue. My review of this matter indicates that a different set of forms should have been provided for the time period in question. We then provided copies of form L-3003, and form 8089, which were in use for the 1968 to 1973 time period. Form L-3334 would have been in use from 1970 to 1973. Form 8117 was also sent to you, and was in use from 1/73 forward, along with form L-3503 which was previously provided. Forms 8089 and 8117 contain terms and conditions that may have been attached to the policy forms themselves. These forms were provided pursuant to the State of Washington's regulatory requirements and are not an admission by Hartford that the policies tendered contained those forms or that Hartford is able to determine its responsibilities under the alleged policies in the absence of adequate proofs of the policy, terms, conditions, limits and any special endorsements that may apply.

We have since contacted Mr. Ober who advises that he does not recall the Manson account, that it was unusual to have a Broker sign off on Hartford documents and that the San Francisco office would have been authorized to sign off on Hartford policies, and the documents created subsequent to their issuance, generated in the State of Washington. We have also been provided with the names of two other individuals who may know something about the underwriting history, Tom Mahoney and Al Crowley.

I have also been able to discuss this matter with the following ex Hartford employees, whose names your broker Hal Cook provided.

I spoke with Charles Leppich, who was in our marketing department back in the 1970's. He said he did not recall any of the entities involved. He recognized the name Hal Cook (broker), and said he thought Cook was a marine writer. Other than that, he could recall nothing else.

I also talked to Richard Berry. Mr. Berry was also in marketing. He had no recollection of Manson, Elmer F Edwards or Haug. He thought he recalled hearing of Hal Cook the Broker, but couldn't recall for sure.

I also spoke with Kathy Egan, who advised me that she recalled Manson Construction, but not Elmer F Edwards or Haug. Ms. Egan was a marine underwriter, and indicated Manson probably had Hull & Machinery coverage, protection & indemnity for crew or Marine employers, and possibly a misc. cargo policy. She had no knowledge of any other coverage, either auto or CGL, and would have had no reason to have known about Manson's other coverage.

We could not locate Fred Chadwick, and John Hewitt is listed as deceased 8-17-86.

We have also advised you of our other efforts to recover the policies that you have tendered in previous correspondence.

Hartford must maintain its position as previously related to you.

Hartford believes that it is in compliance with the regulations set forth by the Department of Insurance in the State of Washington.

We also note that the regulations do provide a mediation procedure which may be applicable to this matter. We remain available to participate in mediation, should Manson request it.

Sincerely yours,

Ernest Schocklin
Environmental Claim Consultant

CC: Hal Cook
Stanley T. Scott & Co. Inc.
2312 Eastlake Avenue East
Seattle, WA 98102

Pete Paup
Manson Construction & Engineering Co. Inc.
P.O. Box 24067
Seattle Wa. 98124-0067

CARNEY
BADLEY
SPELLMAN

Donald J. Verfurth

LAW OFFICES
A PROFESSIONAL SERVICE CORPORATION

700 FIFTH AVENUE, SUITE 5800
SEATTLE, WA 98104-5017
FAX (206) 622-8983
TEL (206) 622-8020
DIRECT LINE (206) 689-4324

Email: verfurth@carneylaw.com

September 6, 2002

VIA FACSIMILE (206) 956-9623

Ms. Ruth Cox
Raleigh, Schwarz & Powell
P.O. Box 24347
2101 Fourth Ave, Suite 600
Seattle, WA 98121

Re: Manson Construction Co. -Othello Street Warehouse

Dear Ms. Cox:

Enclosed is a copy of the Complaint filed against Manson Construction Company with regard to the Othello Street Warehouse site. Would you please file an Accord for the National Union Insurance Company Pittsburgh policy GLA 5011041RA. You can indicate that if AIG needs more information it can contact me. I would appreciate it if you would send a copy of the Accord to me before you send it to the insurance company so I can make sure that it is consistent with the tenders provided to the other insurance companies.

We will take care of providing notice and tender to the London Underwriters, Harbor (CAN), Hartford, and The Home.

As Gary Stone mentioned, however, we need the address you used to provide notice to Lloyd's of London (Price Forbes), Crump & Spence Pitts. Once we have those we will provide formal notice and tender to each of the London carriers. For your reference we have enclosed a copy of the previously issued Accords.

Thank you for your assistance.

Very truly yours,

CARNEY BADLEY SPELLMAN, P.S.



Donald J. Verfurth

DJV:cdc

Enclosure

cc: Gary Stone
Richard Dolmseth

CARNEY
BADLEY
SPELLMAN

Donald J. Verfurth

LAW OFFICES
A PROFESSIONAL SERVICE CORPORATION

700 FIFTH AVENUE, SUITE 5800
SEATTLE, WA 98104-5017
FAX (206) 622-8983
TEL (206) 622-8020
DIRECT LINE (206) 689-4324

Email: verfurth@cameylaw.com

September 13, 2002

**U.S. MAIL AND
CERTIFIED, RETURN RECEIPT REQUESTED**

Linda B. Clapham, Esq.
Lane Powell Spears Lubersky LLP
1420 Fifth Avenue, Suite 4100
Seattle, WA 98101-2338

Margaret Rider
Environmental Claims
CNA Insurance Companies
1100 Cornwall Road
Monmouth Junction, N.J. 08852

Janis Severson
Risk Enterprise Management Ltd.
1355 Mendota heights, Suite 130
Mendota Heights, MI 55120-1112

Carl E. Forsberg, Esq.
Forsberg & Umlauf
900 Fourth Avenue, Suite 1700
Seattle, WA 98164-1039

Price Forbes
Victoria House
Queens Road
Norwich, Norfolk
NR1 3QQ
England

Crump Insurance Services Northwest
21540 - 30th Drive SE, Suite 100
Bothell, WA 98021

Re: ***Othello Street Warehouse Site***

Insured: Manson Construction Company

Claim: *Seattle Iron & Metals Corporation v. Crown Court & Seal Company, Inc., et al.*

Dear Insurers:

As you know, we previously provided you notice that the plaintiff, Seattle Iron & Metals Corporation, had filed suit against Crown Court & Seal Company and that the Complaint named Manson Construction Company as a defendant, although Manson had not yet been served. Manson was served on Friday, August 30, 2002. A copy of the complaint is enclosed. We are told by plaintiff's counsel that plaintiff's focus is still on Continental Can and/or the company affiliated with Continental Can, which bears responsibility as successor to Continental Can's operations on

COPY

the site. Nonetheless, because of Court rules, plaintiff was forced to serve Manson. That also means that we must respond.

We have been given a 60-day extension of time to file an Answer, so we will file a Notice of Appearance but will not file an Answer until November 18, 2002. This extension, however, is contingent upon plaintiff's right to notify us that the case is progressing at such a speed that an Answer is necessary and request that an Answer be filed within seven days.

We are told that we will be provided a report shortly providing more factual information regarding the claim. At this point, all we know is that there was some contamination to soil and groundwater at the site that Seattle Iron & Metals Corporation remediated sometime in the past two years. The contamination is likely the result of Continental Can's operations, since Manson did nothing on the site that could have resulted in any contamination.

As soon as we receive additional information, we will provide it to you. In the meantime, we formally tender the defense and indemnity of this claim to each of you, jointly and severally, under the following policies.

1957-1968 **Lloyds of London (Price Forbes)**

Cert No.	W 20389 L/C
	W 20733 L/C
	W 21055 L/C
	SS106
1965-1966	UA 49487
1966-1967	UA 58438
1966-1968	UA 68081

1966-1968 **Wigham Richards/Sedgwick Group**

SS 1211
SS 1277
221353

1968-1975 **Hartford**

1968-1969	52 CA 84500
1969-1975	52 CA 84501, 84501E

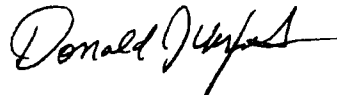
1972-1975 **Harbor (CNA) (Swett & Crawford)**
112502

1974-1981	The Home	
	1974-1976	GA 4704165
	1976-1977	GA 9252764
	1977-1978	GA 9375538
	1978-1979	GA 9561387
	1979-1980	GA 9709866
	1980-1981	GA 9985236
1980-1981	Lloyds of London (Crump - Spence Pitts)	
		UL 4354, 4355, NAC 43202/NAC 43203
1981-1982	Spence Pitts	
		UL 49411981
1982-1983	Spence Pitts	
		UL 4941A
1983-1984	Spence Pitts/Crump	
		LC 15712
1984-1985	Spence Pitts/Crump	
		LC 13634LL
1988-1989	National Union Fire Insurance Company of Pittsburgh, PA	
		GLA 5011041RA

If you have any questions, please do not hesitate to contact us.

Very truly yours,

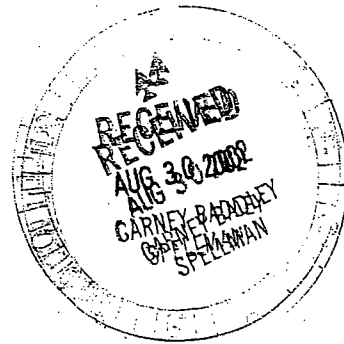
CARNEY BADLEY SPELLMAN, P.S.



Donald J. Verfurther

DJV:cw

cc: Mr. Richard Dolmseth
Ms. Pat Dawydowych
Mr. Curt H. Feig, Esq.



UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

SEATTLE IRON & METALS
CORPORATION,

Plaintiff,

v.

CROWN CORK & SEAL COMPANY, INC.;
CONTINENTAL HOLDINGS, INC.; PETER
KIEWIT SONS, INC.; MANSON
CONSTRUCTION CO.; MAPLE LEAF
PROPERTY MANAGEMENT, INC.;
OTHELLO STREET WAREHOUSE
CORPORATION; CONTINENTAL
BEVERAGE PACKAGING, INC.; CROWN
BEVERAGE PACKAGING, INC.;
CONTINENTAL CAN COMPANY, USA,
INC.; THE CONTINENTAL GROUP, INC.;
CONTINENTAL GROUP, INC.; and
CONTINENTAL CAN COMPANY, INC.,

Defendants.

No.

FIRST AMENDED COMPLAINT FOR
RECOVERY OF ENVIRONMENTAL
CLEANUP COSTS, FOR A
DECLARATORY JUDGMENT, AND
FOR DAMAGES

Plaintiff Seattle Iron & Metals Corporation, by and through its counsel of record,
alleges as follows:

I. JURISDICTION AND VENUE

1.1 This court has jurisdiction over the subject matter of this case pursuant to the
Comprehensive Environmental Response, Compensation, and Liability Act of 1980

1 ("CERCLA"), 42 U.S.C. § 9601 *et. seq.* as amended by the Superfund Amendment and
2 Reauthorization Act of 1986 ("SARA"), 42 U.S.C. § 9613(b).

3 1.2 This court has jurisdiction over the subject matter of this action pursuant to 28
4 U.S.C. §§ 2201 and 1331, because this civil action arises under the laws of the United States.

5 1.3 This court has subject matter jurisdiction over the state law claims asserted
6 herein based on the supplemental jurisdiction provided in 28 U.S.C. § 1367. The claims under
7 state law arise out of the same nucleus of operative facts as the claims under federal law. The
8 federal claims are substantial. The state and federal claims are so intertwined that it is
9 appropriate for this court to exercise its jurisdiction over the state law claims set forth in this
10 Complaint.

11 1.4 The Western District of Washington is the proper venue for this action
12 pursuant to 42 U.S.C. § 9613(b) and 28 U.S.C. § 1391 because the "release or damages
13 occurred" at a location within the Western District.

14 II. PARTIES

15 2.1 Plaintiff SEATTLE IRON & METALS CORPORATION ("SIMC") is a
16 Washington corporation, and maintains its principal place of business in Seattle, Washington.

17 2.2 Defendant CROWN CORK & SEAL COMPANY, INC., is a Pennsylvania
18 corporation doing business in the State of Washington.

19 2.3 Defendant CONTINENTAL HOLDINGS, INC., is a Wyoming corporation
20 not authorized to do business in the State of Washington.

21 2.4 Defendant PETER KIEWIT SONS, INC., is a Delaware corporation doing
22 business in the State of Washington.

23 2.5 Defendant MANSON CONSTRUCTION CO. is a Washington corporation
24 doing business in the State of Washington.

25 2.6 Defendant MAPLE LEAF PROPERTY MANAGEMENT, INC., is a
26 Canadian corporation doing business in the State of Washington.

27

1 the stock of THE CONTINENTAL GROUP, INC., and/or CONTINENTAL CAN
2 COMPANY, USA, INC., and/or CONTINENTAL BEVERAGE PACKAGING, INC.

3 2.17 On information and belief, in 1990, CROWN CORK & SEAL COMPANY,
4 INC., or CROWN BEVERAGE PACKAGING, INC. acquired all outstanding stock of
5 CONTINENTAL BEVERAGE PACKAGING, INC., from CONTINENTAL HOLDINGS,
6 INC.

7 2.18 SIMC believes that all liabilities of CONTINENTAL CAN COMPANY, INC.
8 arising out of ownership or operation of the Site (defined below) were assumed expressly or
9 by operation of law by one or more of the above-named defendants. At the present time,
10 SIMC does not have access to all information regarding the various inter-company transfers
11 alleged above. One or more defendants do possess the information and knowledge necessary
12 to determine which defendant or defendants, or what non-parties, are liable for the ownership
13 or operation of the Site by CONTINENTAL CAN COMPANY, INC. In the event that
14 environmental liabilities for the Site were sold or otherwise transferred to an entity other than
15 one identified as a defendant in this action, SIMC reserves the right to amend its Complaint to
16 identify any such entity as a defendant.

17 III. FACTUAL ALLEGATIONS

18 Ownership Of Site

19 3.1 From approximately 1936 to approximately 1982, CONTINENTAL CAN
20 COMPANY, INC., and its successor corporations CONTINENTAL GROUP, INC., and
21 THE CONTINENTAL GROUP, INC., owned and operated an 8.5-acre parcel of land ("the
22 Site") located in Seattle, Washington, bordered on the west by the Duwamish Waterway, on
23 the north by Myrtle Street, on the east by 7th Avenue, and on the south by a separate parcel.
24 The legal description of the Site is attached as Exhibit 1.

25 3.2 CONTINENTAL CAN COMPANY, INC.; CONTINENTAL GROUP, INC.;
26 and THE CONTINENTAL GROUP, INC., used the Site to manufacture metal cans.

27

1 3.3 During operations at the Site between 1936 and 1982, CONTINENTAL CAN
2 COMPANY, INC., and/or CONTINENTAL GROUP, INC., and/or THE CONTINENTAL
3 GROUP, INC., constructed and used at least seven petroleum product underground storage
4 tanks ("USTs"), five above-ground storage tanks ("ASTs"), an above-ground oil pipeline, and
5 a pump house. In addition, CONTINENTAL CAN COMPANY, INC., and/or
6 CONTINENTAL GROUP, INC., and/or THE CONTINENTAL GROUP, INC., constructed
7 and used a warehouse, paint shop, oil house, and a boiler house in conjunction with canning
8 operations.

9 3.4 In 1982, MANSON CONSTRUCTION CO. purchased the Site. Between
10 1982 and 1988, MANSON CONSTRUCTION CO. leased the property to various tenants,
11 including Messans Traffic, Mega Terminals, Norse Pacific & Steamship Line, and Pacific
12 Terminals, all of whom used the Site for their warehousing and other activities.

13 3.5 In 1988, OTHELLO STREET WAREHOUSE CORPORATION, a subsidiary
14 of MAPLE LEAF PROPERTY MANAGEMENT, INC., purchased the Site. OTHELLO
15 STREET WAREHOUSE CORPORATION continued to lease the property to Pacific
16 Terminals.

17 3.6 In 1996, a preliminary environmental site assessment of the Site indicated the
18 potential for multiple sources of petroleum hydrocarbons and other compounds at the Site. In
19 approximately 1997 or 1998, MAPLE LEAF PROPERTY MANAGEMENT, INC.,
20 commenced a voluntary cleanup of certain portions of the Site.

21 3.7 In 1998, SIMC purchased the Site. As a remedial measure, SIMC excavated
22 large quantities of contaminated soil and covered or "capped" the entire Site with a low-
23 permeable asphaltic concrete pavement to minimize infiltration.

24 Operations And Site Contamination

25 3.8 On information and belief, the operations conducted by CONTINENTAL
26 CAN COMPANY, INC.; CONTINENTAL GROUP, INC.; THE CONTINENTAL
27 GROUP, INC.; CONTINENTAL CAN COMPANY, USA, INC.; and CONTINENTAL

1 BEVERAGE PACKAGING, INC., from 1936 to 1990 caused soils and groundwater at the
2 Site to become contaminated with petroleum hydrocarbons and hazardous substances.

3 3.9 On information and belief, the operations conducted by PETER KIEWIT
4 SONS, INC., and CONTINENTAL HOLDINGS, INC., and their subsidiary corporations
5 from 1984 to 1990 caused soils and groundwater at the Site to become contaminated with
6 petroleum hydrocarbons and hazardous substances.

7 3.10 On information and belief, the operations conducted by predecessors in interest
8 of CROWN CORK & SEAL COMPANY, INC., and/or CROWN BEVERAGE
9 PACKAGING, INC. between 1936 and 1990 caused soils and groundwater at the Site to
10 become contaminated with petroleum hydrocarbons and hazardous substances.

11 IV. LEGAL CLAIMS

12 A. First Cause of Action — Recovery of Response 13 Costs and Contribution Under CERCLA

14 4.1 SIMC realleges all preceding paragraphs as if fully set forth herein.

15 4.2 The Comprehensive Environmental Response, Compensation, and Liability
16 Act ("CERCLA"), 42 U.S.C. §§ 9607 and 9613, provides a right of action for private parties
17 to recover the costs of responding to the release, or threatened release, of hazardous
18 substances into the environment from past and present owners and operators of contaminated
19 facilities or from those who have arranged for the disposal of hazardous substances.

20 4.3 The Site is a "facility" as that term is used in 42 U.S.C. § 9601(9).

21 4.4 SIMC; CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL
22 HOLDINGS, INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.;
23 MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE
24 CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN
25 BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
26 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
27 CAN COMPANY, INC., are a "persons" as that term is defined in 42 U.S.C. § 9601(21).

1 4.5 There has been a release of "hazardous substances," as that term is defined in
2 42 U.S.C. § 9601(14), into the environment at, near, and from the Site.

3 4.6 The release of hazardous substances into the environment at the Site has
4 required and will in the future require response action and the expenditure of response costs
5 with respect to the facility, as those terms are used in 42 U.S.C. §§ 9607 and 9613.

6 4.7 The response action undertaken and to be undertaken by SIMC and the costs
7 thereby incurred are or will be "not inconsistent" with the national contingency plan as that
8 term is used in 42 U.S.C. §§ 9607 and 9613.

9 4.8 SIMC has satisfied any and all conditions precedent to the undertaking of
10 response actions and the incurring of response costs with respect to the facility and to the
11 recovery of such costs from defendants.

12 4.9 CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS, INC.;
13 MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.;
14 OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE
15 PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN
16 COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL
17 GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., owned and/or operated the
18 Site at the time that hazardous substances were deposited there. The operations and related
19 activities of these entities created liability under 42 U.S.C. § 9607(a)(2) and (a)(3).

20 4.10 CROWN CORK & SEAL COMPANY, INC., and/or CROWN BEVERAGE
21 PACKAGING, INC. are successors in interest to CONTINENTAL BEVERAGE
22 PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
23 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
24 CAN COMPANY, INC., and assumed their liability under 42 U.S.C. § 9607(a)(2) and (a)(3)
25 and under common law principles of successor liability.

26 4.11 As a successor in interest to CONTINENTAL BEVERAGE PACKAGING,
27 INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP,

1 INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
2 CROWN CORK & SEAL COMPANY, INC. and/or CROWN BEVERAGE PACKAGING,
3 INC. are liable to SIMC pursuant to 42 U.S.C. § 9607(a) for all response costs incurred and to
4 be incurred by SIMC as a result of the release of hazardous substances into the environment
5 from the Site. CROWN CORK & SEAL COMPANY, INC. and CROWN BEVERAGE
6 PACKAGING, INC. are also liable to SIMC pursuant to 42 U.S.C. § 9613(f) for all response
7 costs that SIMC has incurred and will incur.

8 4.12 CONTINENTAL HOLDINGS, INC., is a successor in interest to THE
9 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
10 CAN COMPANY, INC., and assumed their liability under 42 U.S.C. § 9607(a)(2) and (a)(3)
11 and under common law principles of successor liability.

12 4.13 As a successor in interest to THE CONTINENTAL GROUP, INC.;
13 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
14 CONTINENTAL HOLDINGS, INC., is liable to SIMC pursuant to 42 U.S.C. § 9607(a) for
15 all response costs incurred and to be incurred by SIMC as a result of the release of hazardous
16 substances into the environment from the Site. CONTINENTAL HOLDINGS, INC., is also
17 liable to SIMC pursuant to 42 U.S.C. § 9613(f) for all response costs that SIMC has incurred
18 and will incur.

19 4.14 PETER KIEWIT SONS, INC., is a successor in interest to THE
20 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
21 CAN COMPANY, INC., and assumed their liability under 42 U.S.C. § 9607(a)(2) and (a)(3)
22 and under common law principles of successor liability.

23 4.15 As a successor in interest to THE CONTINENTAL GROUP, INC.;
24 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., PETER
25 KIEWIT SONS, INC., is liable to SIMC pursuant to 42 U.S.C. § 9607(a) for all response
26 costs incurred and to be incurred by SIMC as a result of the release of hazardous substances
27

1 into the environment from the Site. PETER KIEWIT SONS, INC., is also liable to SIMC
2 pursuant to 42 U.S.C. § 9613(f) for all response costs that SIMC has incurred and will incur.

3 4.16 Each of the defendants is liable to SIMC, pursuant to 42 U.S.C. §§ 9607 and
4 9613, for the costs SIMC has incurred and will continue to incur in response to the release or
5 threatened release of hazardous substances at and near the facility, plus interest thereon, at the
6 maximum rate allowed by law, from the that SIMC expended such funds.

7 4.11 SIMC is entitled to a declaratory judgment on the liability of CROWN CORK
8 & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS,
9 INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT,
10 INC.; OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL
11 BEVERAGE PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.;
12 CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.;
13 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., for all
14 future response costs pursuant to 42 U.S.C. § 9613(g)(2).

15 **B. Second Cause of Action — Recovery of Response**
16 **Costs and Contribution Under MTCA**

17 5.1 SIMC realleges the preceding paragraphs as if fully set forth herein.

18 5.2 CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL HOLDINGS,
19 INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF
20 PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE
21 CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN
22 BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
23 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
24 CAN COMPANY, INC., are "owners" or "operators" of the Site, as those terms are defined
25 under the Model Toxics Control Act ("MTCA"), RCW 70.105D.020(12).

26 5.3 The Site is a "facility" as that term is defined under MTCA,
27 RCW 70.105D.020(4).

1 5.4 Petroleum hydrocarbons are hazardous substances under MTCA,
2 RCW 70.105D.020(7)(d).

3 5.5 CROWN CORK & SEAL COMPANY, INC., and/or CROWN BEVERAGE
4 PACKAGING, INC. are successors in interest to CONTINENTAL BEVERAGE
5 PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
6 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
7 CAN COMPANY, INC., which owned and operated the Site at the time of disposal or release
8 of hazardous substances, including petroleum hydrocarbons, at the Site.

9 5.6 CONTINENTAL HOLDINGS, INC., is a successor in interest to THE
10 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
11 CAN COMPANY, INC., which owned and operated the Site at the time of disposal or release
12 of hazardous substances, including petroleum hydrocarbons, at the Site.

13 5.7 PETER KIEWIT SONS, INC., is a successor in interest to THE
14 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
15 CAN COMPANY, INC., which owned and operated the Site at the time of disposal or release
16 of hazardous substances, including petroleum hydrocarbons, at the Site.

17 5.8 Pursuant to RCW 70.105D.040 and RCW 70.105D.080, CROWN CORK &
18 SEAL COMPANY, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL
19 HOLDINGS, INC.; and PETER KIEWIT SONS, INC., as successors to owners or operators
20 of the Site, are strictly liable for all remedial action costs incurred and to be incurred by SIMC
21 and in response to the release of hazardous substances at the Site, including attorneys fees and
22 costs.

23 5.9 MANSON CONSTRUCTION CO.; OTHELLO STREET WAREHOUSE
24 CORPORATION; AND MAPLE LEAF PROPERTY MANAGEMENT, INC., owned
25 and/or operated the Site at the time of disposal or release of hazardous substances, including
26 petroleum hydrocarbons, at the Site.

1 5.10 Pursuant to RCW 70.105D.040 and RCW 70.105D.080, MANSON
2 CONSTRUCTION CO.; OTHELLO STREET WAREHOUSE CORPORATION; and
3 MAPLE LEAF PROPERTY MANAGEMENT, INC., as owners or operators of the Site, are
4 strictly liable for all remedial action costs incurred and to be incurred by SIMC and in
5 response to the release of hazardous substances at the Site, including attorneys fees and costs.

6 **C. Third Cause of Action — Declaratory Relief**
7 **Under Federal Law**

8 6.1 SIMC realleges the preceding paragraphs as if fully set forth herein.

9 6.2 An actual controversy within the jurisdiction of this court exists between
10 SIMC and Defendants CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL
11 HOLDINGS, INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.;
12 MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE
13 CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN
14 BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
15 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
16 CAN COMPANY, INC.

17 6.3 Pursuant to 28 U.S.C. § 2201, SIMC is entitled to a declaratory judgment that
18 Defendants are liable for response costs to be incurred by SIMC in the future as a result of the
19 release or hazardous substances from the Site into the environment.

20 **D. Fourth Cause of Action — Declaratory Relief**
21 **Under State Law**

22 7.1 SIMC realleges the preceding paragraphs as if fully set forth herein.

23 7.2 An actual controversy within the jurisdiction of this court exists between
24 SIMC and Defendants CROWN CORK & SEAL COMPANY, INC.; CONTINENTAL
25 HOLDINGS, INC.; PETER KIEWIT SONS, INC.; MANSON CONSTRUCTION CO.;
26 MAPLE LEAF PROPERTY MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE
27 CORPORATION; CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN

1 BEVERAGE PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
2 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
3 CAN COMPANY, INC.

4 7.3 Pursuant to RCW Chapter 7.24, SIMC is entitled to a declaratory judgment
5 that Defendants are liable for response costs to be incurred by SIMC in the future as a result
6 of the release or threatened release of hazardous substances from the Site into the
7 environment.

8 **E. Fifth Cause of Action — Negligence**

9 8.1 SIMC realleges the preceding paragraphs as if fully set forth herein.

10 8.2 CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS, INC.;
11 MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.;
12 OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE
13 PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN
14 COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL
15 GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., owed SIMC a duty to use
16 reasonable care when handling hazardous substances used in or generated by operations at the
17 Site.

18 8.3 CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS, INC.;
19 MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.;
20 OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE
21 PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN
22 COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL
23 GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., breached their duty of
24 reasonable care by unreasonably and improperly handling hazardous substances at the Site,
25 such that those hazardous substances were released into the environment at the Site.

26 8.4 As a successor in interest to CONTINENTAL BEVERAGE PACKAGING,
27 INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP,

1 INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
2 CROWN CORK & SEAL COMPANY, INC. and/or CROWN BEVERAGE PACKAGING,
3 INC. are liable for all damages proximately caused by the negligent operations of these entities.

4 8.5 As a successor in interest to THE CONTINENTAL GROUP, INC.;
5 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
6 CONTINENTAL HOLDINGS, INC., is liable for all damages proximately caused by the
7 negligent operations of these entities.

8 8.6 As a successor in interest to THE CONTINENTAL GROUP, INC.;
9 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., PETER
10 KIEWIT SONS, INC., is liable for all damages proximately caused by the negligent operations
11 of these entities.

12 **F. Sixth Cause of Action — Nuisance**

13 9.1 SIMC realleges the preceding paragraphs as if fully set forth herein.

14 9.2 The release of hazardous substances into the environment at the Site
15 substantially and unreasonably interferes with SIMC's use and enjoyment of the property it
16 owns and possesses, and therefore constitutes a nuisance.

17 9.3 CONTINENTAL HOLDINGS, INC.; PETER KIEWIT SONS, INC.;
18 MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY MANAGEMENT, INC.;
19 OTHELLO STREET WAREHOUSE CORPORATION; CONTINENTAL BEVERAGE
20 PACKAGING, INC.; CROWN BEVERAGE PACKAGING, INC.; CONTINENTAL CAN
21 COMPANY, USA, INC.; THE CONTINENTAL GROUP, INC.; CONTINENTAL
22 GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., created and maintained a
23 nuisance that has caused SIMC damages, which include, without limitation, remediation costs,
24 diminished property value, lost profits, and interference with business operations.

25 9.4 As a successor in interest to CONTINENTAL BEVERAGE PACKAGING,
26 INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP,
27 INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,

1 CROWN CORK & SEAL COMPANY, INC. and/or CROWN BEVERAGE PACKAGING,
2 INC. are liable for all damages proximately caused by the creation and maintenance of the
3 nuisance, and for all actions necessary to abate the nuisance.

4 9.5 As a successor in interest to THE CONTINENTAL GROUP, INC.;
5 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
6 CONTINENTAL HOLDINGS, INC., is liable for all damages proximately caused by the
7 creation and maintenance of the nuisance, and for all actions necessary to abate the nuisance.

8 9.6 As a successor in interest to THE CONTINENTAL GROUP, INC.;
9 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., PETER
10 KIEWIT SONS, INC., is liable for all damages proximately caused by the creation and
11 maintenance of the nuisance, and for all actions necessary to abate the nuisance.

12 **G. Seventh Cause of Action — Trespass**

13 10.1 SIMC realleges the preceding paragraphs as if fully set forth herein.

14 10.2 The operations of CONTINENTAL HOLDINGS, INC.; PETER KIEWIT
15 SONS, INC.; MANSON CONSTRUCTION CO.; MAPLE LEAF PROPERTY
16 MANAGEMENT, INC.; OTHELLO STREET WAREHOUSE CORPORATION;
17 CONTINENTAL BEVERAGE PACKAGING, INC.; CROWN BEVERAGE
18 PACKAGING, INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE
19 CONTINENTAL GROUP, INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL
20 CAN COMPANY, INC., caused hazardous substances to contaminate the environment at the
21 Site, thereby invading SIMC's interest in exclusive possession of its property.

22 10.3 SIMC has not given permission for such contamination of the property it owns
23 and possesses.

24 10.4 The presence of hazardous substances in the environment at the Site, and their
25 continued spreading, constitutes a continuing trespass. This trespass has caused harm and
26 continues to cause harm to SIMC and to the property it owns and possesses. Without
27

1 limitation, SIMC's damages include remediation costs, diminished property value, lost profits,
2 and interference with business operations.

3 10.5 As a successor in interest to CONTINENTAL BEVERAGE PACKAGING,
4 INC.; CONTINENTAL CAN COMPANY, USA, INC.; THE CONTINENTAL GROUP,
5 INC.; CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
6 CROWN CORK & SEAL COMPANY, INC. and/or CROWN BEVERAGE PACKAGING,
7 INC. are liable for all damages proximately caused by the continuing trespass.

8 10.6 As a successor in interest to THE CONTINENTAL GROUP, INC.;
9 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC.,
10 CONTINENTAL HOLDINGS, INC., is liable for all damages proximately caused by the
11 continuing trespass.

12 10.7 As a successor in interest to THE CONTINENTAL GROUP, INC.;
13 CONTINENTAL GROUP, INC.; and CONTINENTAL CAN COMPANY, INC., PETER
14 KIEWIT SONS, INC., is liable for all damages proximately caused by the continuing trespass.

15 V. PRAYER FOR RELIEF

16 WHEREFORE, SIMC prays for relief as follows:

17 1. For an award of damages against Defendants for all response costs incurred by
18 SIMC in connection with the Site as of the time of trial and for all other damages specified
19 above, in an amount to be proven at trial.

20 2. For a declaration that Defendants are jointly and severally liable for all
21 response costs already incurred or to be incurred in the future by SIMC as a result of releases
22 of hazardous substances at the Site.

23 3. For an award of all other damages described above, in an amount to be proven
24 at trial.

25 4. For an award to SIMC of its costs and disbursements incurred herein, including
26 but not limited to, attorneys' fees and costs against Defendants.

27 5. For such other and further relief as the Court deems just and equitable.

1
2 Dated this 30th day of August, 2002.

3 BROWN REAVIS & MANNING PLLC

4
5 By: 

Gillis E. Reavis, WSBA No. 21451

Stephen J. Tan, WSBA No. 22756

Attorneys for Plaintiff

CARNEY
BADLEY
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Email: verfurth@carneylaw.com

September 3, 2002

Rodney L. Brown, Jr., Esq.
Marten Brown
1191 Second Avenue, Suite 2200
Seattle, WA 98101

Re: *Seattle Iron & Metals Corporation v. Crown Court & Seal Company, Inc., et al.*

Dear Mr. Brown:

This is to confirm that you have agreed to provide Manson Construction Company a 60-day extension for answering the Complaint filed last Friday. That would mean an Answer is due November 18, 2002. We understand that this extension is contingent upon plaintiff having the right to inform Manson Construction Company that the case has moved forward to such a degree that an Answer from Manson is necessary, giving us seven days to provide the Answer.

Very truly yours,

CARNEY BADLEY SPELLMAN, P.S.



Donald J. Verfurth

DJV:cw

cc: Mr. Richard Dolmseth

United States District Court

WESTERN

DISTRICT OF

WASHINGTON AT SEATTLE

SEATTLE IRON & METALS CORPORATION,

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER: **C02-1158**P

CROWN CORK & SEAL COMPANY, INC.,
et al.

TO: (Name and address of defendant)

MANSON CONSTRUCTION CO.
c/o Richard L. Dolmseth
5209 E. Marginal Way S.
Seattle, WA 98134

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

Gillis E. Reavis
Stephen J. Tan
BROWN REAVIS & MANNING PLLC
1191 Second Ave., Suite 2200
Seattle, WA 98101

an answer to the complaint which is herewith served upon you, within 20 (Twenty) days after service of this summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period of time after service.

BRUCE RIFKIN

MAY 28 2002

CLERK

DATE

(BY) DEPUTY CLERK

MAPLE LEAF PROPERTY MANAGEMENT

Third Floor • 100 Park Royal • West Vancouver, B.C. • Canada • V7T 1A2 • (604) 926-9500 • Fax (604) 925-2739

FAX COVER SHEET

OK
sent
for per [signature]

DATE: March 27, 1998
TO: Dick Dolmseth
COMPANY: Manson Construction
FAX NUMBER: (206) 763-1232
NUMBER OF PAGES: 7
(Including cover sheet)
FROM: Patrice Tanner

604-
816 7780

THE ORIGINAL OF THIS FAX WILL BE:☒ Placed in our file☐ Sent to you by courier☐ Mailed to you

Re: Verification of Insurance
Pacific Terminals Ltd. and
Manson Construction & Engineering Co.
Part of Norsk Pacific Steamship Company

Maple Leaf Property Management

Third Floor, 100 Park Royal - West Vancouver, B.C., Canada V7T 1A2 - (604) 926-9500 - Fax (604) 925-2719

March 27, 1998

Via Fax #984-1613

Mr. Bruce Tennant
SEASPAN INTERNATIONAL LTD.
10 Pemberton Avenue
North Vancouver, B.C.
V7P 2R1

220 pm JR

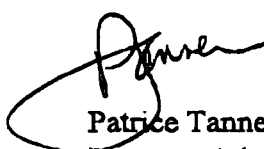
Dear Sir:

Re: Verification of Insurance
Pacific Terminals Ltd./Manson Construction & Engineering Co.
Part of Norsk Pacific Steamship Company
620-660 South Othello Street/601 South Myrtle Street
Seattle, Washington

Notwithstanding our conversation earlier today, pursuant to Section 9 of the Lease (excerpt enclosed), we require certificates of insurance confirming the Tenant has the types and amounts of insurance indicated in this section prior to expiries. Your earliest attention to remitting same is appreciated.

Yours truly,

MAPLE LEAF PROPERTY MANAGEMENT


Patrice Tanner
Property Administrator

JJL:pkt
Encl.

cc: John Stenstrom (Fax #206-283-5221)
Pacific Terminals Ltd.

Dick Dolmseth (Fax #206 763-1232)
Manson Construction & Engineering Co.

Mario Schuman (Fax #206-283-4723)
Norsk Pacific Steamship Company

8.3 Landlord shall be obligated to pay a maximum of two percent (2%) of the rent paid by Tenant pursuant to this Lease to repair the roof, exterior walls and foundation of the Premises. Landlord shall accrue two percent (2%) of the rent paid by Tenant pursuant to this Lease on the books of Landlord. If repair of the roof, exterior walls or foundation of the Premises is required, Tenant shall notify Landlord of the need for such repair and the estimated cost of such repair. Tenant shall cause such repairs to be completed at Tenant's sole cost and expense and shall provide Landlord with reasonable proof of payment. Within ten (10) business days of receipt of Landlord of such evidence of payment, Landlord shall reimburse Tenant the cost of such repairs up to the aggregate amount of two percent (2%) of the rent previously paid by Tenant to Landlord as accrued by Landlord on its books as provided above. If the amount accrued by Landlord is insufficient to fully reimburse Tenant, Tenant shall deduct two percent (2%) of each subsequent rent payment until Tenant has received full reimbursement for the cost of such repairs. Thereafter, Landlord shall again begin to accrue two percent (2%) of the rent paid by Tenant for future repairs. The parties intend that any unused accrual by Landlord shall be the property of Landlord.

9. Indemnification and Insurance.

9.1 Landlord shall not be liable to Tenant or to any person, firm or corporation whatsoever for any injury to or death of any person, or for any loss of or damage to property (including property of Tenant) occurring in or about the Premises from any cause whatsoever, except for the negligence or willful misconduct of Landlord. Except for any matter described in this Paragraph which results from the negligence or willful misconduct of Landlord, Tenant agrees to defend, indemnify and save Landlord harmless from any loss, damage, liability or expense (including expense of litigation) arising out of or resulting from any actual or alleged injury to or death of any person, or from any actual or alleged loss of or damage to property caused by or resulting from any occurrence on or about the Premises, including, but not limited to, damage or loss caused by or resulting from any act or omission, whether negligent or otherwise, of Tenant, or any officer, agent, employee, contractor, guest, invitee, customer or visitor of Tenant.

9.2 Tenant shall keep the Premises and any Tenant Improvements insured at its expense under policies of all-risk insurance during the term of this Lease to the full insurable value, and shall furnish certificates evidencing such insurance coverage and renewals thereof to Landlord and to any mortgagee of the Premises or other parties financing Landlord's ownership, with loss payable to Landlord, Tenant and such mortgagee,

financial institution or other party, as their respective interests may appear. Landlord will notify Tenant on or before the Commencement Date, and from time to time thereafter at intervals no more frequent than annually, of the amount of insurance coverage required hereunder, and Tenant may rely on said amount as being the full insurable value for the purposes of this Lease. Such insurance policies shall provide that such policies may not be cancelled without thirty (30) days prior written notice to Landlord and all other insureds. The policies of insurance maintained by Tenant pursuant to this Paragraph shall contain a mutual waiver of subrogation clause between Tenant, Landlord, any mortgagee of the Premises and any other party financing Landlord's ownership.

9.3 Tenant shall maintain public liability insurance for the benefit of Tenant, Landlord, any mortgagee of the Premises or other parties financing Landlord's ownership in the minimum amount of Two Million Dollars (\$2,000,000) in all-risk form. If substantially cheaper public liability insurance is available to Tenant in the future, the amount of public liability coverage shall be increased to such amount as is agreed to by Landlord and Tenant.

9.4 Tenant shall maintain rental loss/~~business interruption~~ insurance for the benefit of Tenant, Landlord, any mortgagee of the Premises and any other party financing Landlord's ownership of the Premises in the minimum amount of the rent payable during the Lease Year in which the insurance is maintained. TA

9.5 Each policy of insurance maintained by Tenant pursuant to this Paragraph 9 shall be in form and substance reasonably acceptable to Landlord; shall be issued by insurance companies reasonably acceptable to Landlord; and shall contain such endorsements and provisions as Landlord, any mortgagee of Landlord and any other party financing Landlord's ownership of the Premises may reasonably require consistent with standard business practice.

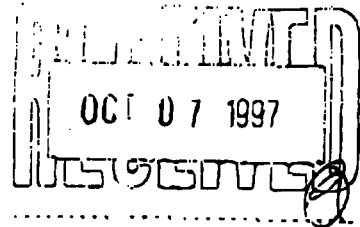
10. Landlord's and Tenant's Access.

Tenant will allow Landlord or Landlord's agents access to the Premises at all reasonable times for any reasonable purpose.

11. Tenant's Signs.

Tenant shall have the right to install and maintain signs and displays on the Premises, with the consent of Landlord.

Verification of Insurance



To: Othello St. Warehouse Corp. c/o
Maple Leaf Prop. Management Inc.
Attn: Patrice Tanner, Admin.
3rd Floor, 100 Park Royal
West Vancouver, B.C. V7T 1A2

We, the undersigned Insurance Brokers, hereby certify that the following described Insurance is in force at this date, of which 100% is insured with domestic underwriter.

Name of Assured: Pacific Terminals Ltd/Part of Norsk Pacific Steamship Company

Address of Assured: P.O. Box 81126
Seattle, WA

Type of Insurance: Primary and Excess Liability

Policy Number: 388-FA-8423 - St. Paul Fire & Marine Insurance Company
R0142 - American Home Assurance Company

Policy Period: 9/30/97 - 9/30/98
3/30/97 - 3/30/98

Limits of Liability: \$ 2,000,000 Primary Liability
\$10,000,000 Excess Liability

Special Conditions: The above named verification holder is named as Additional Insured as respects the premises located at:

- 1) 620-660 South Othello St., Seattle, WA.
- 2) 601 South Myrtle Street, Seattle, WA; Manson Construction and Engineering Co. is also included as Additional Insured with respect to the same property.

This document is furnished to you as a matter of information only. The issuance of this document does not make the person or organization to whom it is issued an Additional Assured, unless specifically stated hereon nor does it modify in any manner the contract of insurance between the Assured and the Underwriters. Any amendment change or extension of such contract can only be effected by specific endorsement attached thereto.

Should the above mentioned contract of insurance be canceled, assigned or changed during the above named policy period in such manner as to affect this document, we, the undersigned, will endeavor to give 30 days written notice to the holder of this document, but failure to give such notice shall impose no obligation of any kind upon the undersigned or upon the underwriters.

J&H Marsh & McLennan
One California Street
San Francisco, CA 94111

by

Dated in San Francisco, CA September 30, 1997

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)

11/20/97

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

J&H MARSH & MCLENNAN, INC.
ONE CALIFORNIA STREET
SAN FRANCISCO, CA 94111

COMPANY

FEDERAL INS CO
TWO EMBARCADERO, SUITE #1500
SAN FRANCISCO, CA 94111

CODE

SUB-CODE

INSURED

NORSK PACIFIC STEAMSHIP CO.
ATT MR. MARIO SCHUMAN
101 ELLIOT AVE. WEST, SUITE 430
SEATTLE, WA 98119

LOAN NUMBER

POLICY NUMBER

4731

EFFECTIVE DATE (MM/DD/YY)

6/01/97

EXPIRATION DATE (MM/DD/YY)

6/01/98

CONT. UNTIL
TERMINATED
IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION

Loss Payee as respects as respects premises located 601 So. Myrtle Seattle, WA. Rents including Extra Expense is included for a limit of \$710,000 for for this location only.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS

Blanket Limit covering Real and Personal Property
excluding Earthquake and Flood. Replacement Cost.
No Coinsurance. subject to policy terms.
conditions and exclusions.

AMOUNT OF INSURANCE

\$5,723,458

DEDUCTIBLE

\$1,000

REMARKS (Including Special Conditions): LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE OTHER LIMITS OR RETENTIONS

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS * WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Othello St. Warehouse Corp. c/o
Maple Leaf Prop. Management Inc
Attn.: Patrice Tanner, Admin.
3rd Floor, 100 Park Royal
West Vancouver, B.C. V7T 1-A 2

NATURE OF INTEREST

☐ MORTGAGEE☐ ADDITIONAL INSURED☒ LOSS PAYEE☐ OTHER

SIGNATURE OF AUTHORIZED AGENT OR COMPANY



ACORD 27 (2/88)

ACORD CORPORATION 1988

(* 30 DAYS NON-PAYMENT)

HOLDER COPY

CERTIFICATE NO. D05001-00009

ACORD

EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YY)

5/30/97

THIS IS EVIDENCE THAT INSURANCE AS IDENTIFIED BELOW HAS BEEN ISSUED, IS IN FORCE AND CONVEYS ALL THE RIGHTS AND PRIVILEGES AFFORDED UNDER THE POLICY.

PRODUCER

JOHNSON & HIGGINS

ONE CALIFORNIA STREET
SAN FRANCISCO, CA 94111

CODE

SUB-CODE

COMPANY

FEDERAL INS CO
TWO EMBARCADERO, SUITE #1500
SAN FRANCISCO, CA 94111

INSURED

NORSK PACIFIC STEAMSHIP CO.
ATT MR. MARIO SCHUMAN
101 ELLIOT AVE. WEST, SUITE 430
SEATTLE, WA 98119

LOAN NUMBER

POLICY NUMBER

54731

EFFECTIVE DATE (MM/DD/YY)

6/01/97

EXPIRATION DATE (MM/DD/YY)

6/01/98

CONT. UNTIL
TERMINATED
IF CHECKED

THIS REPLACES PRIOR EVIDENCE DATED:

PROPERTY INFORMATION

LOCATION / DESCRIPTION

Loss Payee as respects Building & Rents coverages as respects premises at
620-660 South Othello St. Seattle, WA. Rents including Extra Expense is
included for a limit of \$527,000 for this location only.

COVERAGE INFORMATION

COVERAGE / PERILS / FORMS

Blanket Limit covering Real and Personal Property
excluding Earthquake and Flood, Replacement Cost.
No Coinsurance, subject to policy terms.
conditions and exclusions.

AMOUNT OF INSURANCE

\$5,723,458

DEDUCTIBLE

\$10,000

REMARKS (including Special Conditions) (LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS AND MAY HAVE DEDUCTIBLES OR RETENTIONS)

CANCELLATION

THE POLICY IS SUBJECT TO THE PREMIUMS, FORMS, AND RULES IN EFFECT FOR EACH POLICY PERIOD. SHOULD THE POLICY BE TERMINATED, THE COMPANY WILL GIVE THE ADDITIONAL INTEREST IDENTIFIED BELOW 30 DAYS * WRITTEN NOTICE, AND WILL SEND NOTIFICATION OF ANY CHANGES TO THE POLICY THAT WOULD AFFECT THAT INTEREST, IN ACCORDANCE WITH THE POLICY PROVISIONS OR AS REQUIRED BY LAW.

ADDITIONAL INTEREST

NAME AND ADDRESS

Othello St. Warehouse Corp. c/o
Maple Leaf Prop. Management Inc
Attn.: Patrice Tanner, Admin.
3rd Floor, 100 Park Royal
West Vancouver, B.C. WA V7T 1-A 2

NATURE OF INTEREST

☐ MORTGAGEE☐ ADDITIONAL INSURED☒ LOSS PAYEE☐ (OTHER) _____

SIGNATURE OF AUTHORIZED AGENT OR COMPANY

ACORD 27 (2/88)

© ACORD CORPORATION 1988

(* 10 DAYS NON-PAYMENT)

HOLDER COPY

CERTIFICATE NO. 004001-00008



900 Howe Street 8th Floor, P.O. Box 3228
Vancouver, B.C. V6B 3X8
Tel.: (604) 688-4442
Fax: (604) 682-4026

Aon Reed Stenhouse Inc.
Insurance Brokers
Risk Consultants

Facsimile Transmittal

Number of pages: 2 (including cover sheet)

Date: June 19, 1998

To: Dick Dolmseth

Company: Manson Const. & Eng. Co., Seattle

Fax No: (206) 763-1232

From: Amy Kujanpaa

Department Code: 01

Direct Line: (604) 443-2401

RE: Certificate of Insurance

This transmission is intended only for the use of the individual or entity to which it is addressed, and may contain important information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this information is prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original to us at the above address.

Attached please find "Amended" Certificate.

Regards,

A handwritten signature in cursive script, appearing to read "Amy".

**CERTIFICATE OF INSURANCE****AMENDED****Aon Reed Stenhouse Inc.**900 Howe Street P.O. Box 3228
Vancouver, British Columbia V6B 3X8
Tel: 604-688-4442 Fax: 604-682-4026To: Manson Construction & Engineering Co.
5209 East Marginal Way South
PO Box 24087
Seattle, WA 98124
Attn: Mr. Dick Dolmseth

Dated: June 19, 1998

This is to Certify that insurance as described hereunder has been arranged on behalf of the Insured named herein and that such Insurance, at the date hereof, is in full force and effect.

Insured: Norsk Pacific Steamship Company Limited and Pacific Terminals Limited (effective March 30, 1998), et al	Effective: October 31, 1997
Payee: Assured or Order	Expires: October 31, 1998

Policy Number	Company	Sum Insured
1173340	AXA Pacific Insurance Company	\$ See Below
 Interest Insured: Commercial General Liability & Non-Owned Automobile Liability		
 Re: 620 - 660 S. Othello Street, Seattle, Washington		
 Additional Insured: SIMCO Properties, LLC and The Shalmar Group, LLC, but only with respect to liability arising out of the operations of Pacific Terminals Limited.		
 Sum Insured or Limits of Liability: \$ 2,000,000. Inclusive Limit Each Occurrence for Bodily Injury and Property Damage.		
 Conditions: As agreed with and as per the terms of Policy Number 1173340 with the AXA Pacific Insurance Company.		
 THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE		

The insurance described above is subject to the limitations, exclusions and conditions contained in the policies.

AON REED STENHOUSE INC.c.c. to: Norsk Pacific Steamship Company Limited
c.c. to: AXA Pacific Insurance Company
for Faye Bell

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